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13 FEBRUARY 92 10:24 AM
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REC BY: SHARON NEST , DEPUTY

**FIFTH AMENDED
DECLARATION OF CONDOMINIUM**

OF THE

SHADYBROOK CONDOMINIUM PROJECT

THIS FIFTH AMENDED DECLARATION OF CONDOMINIUM is made and executed this 31st day of January, 1992, by the Management Committee of the Shadybrook Homeowner's Association, (hereinafter referred to as "Association") pursuant to Article 42 of the Original Declaration, as amended.

RECITALS:

A. On July 29, 1982, the Shadybrook Condominium Project (hereinafter, the "Project") was created by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Declaration of Condominium of the Shadybrook Condominium Project" (hereinafter, "Original Declaration") as Entry No. 3697564, in Book 5400, at Page 103; and (ii) an instrument styled "Record of Survey Map of the Shadybrook Condominium Project" (hereinafter, "Original Map") as Entry No. 369563, in Book 82-7 of Plats, at Page 63.

B. On May 11, 1983, the Original Declaration and Original Map were supplemented and amended by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "First Supplement to Declaration of Condominium of the Shadybrook Condominium Project" (hereinafter, "First Supplement") as Entry No. 3792104, in Book 5458, at Page 1280; and (ii) an instrument styled "Record of Survey Map of the Shadybrook Condominium Project, Phase II" (hereinafter, "Phase II Map") as Entry No. 3792103, in Book 83-5 of Plats, at Page 58.

C. On July 11, 1983, the Original Declaration and Original Map, were further supplemented by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Second Supplement to Declaration of Condominium of the Shadybrook Condominium Project" (hereinafter, "Second Supplement") as Entry No. 3816514, in Book 83-7 of Plats, at Page 81; and an instrument styled "Record of Survey Map of the Shadybrook

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Condominium Project, Phase III (hereinafter, "Phase III Map").

D. On December 19, 1983, the Original Declaration and Original Map, as amended, were further supplemented by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Third Supplement to Declaration of Condominium of the Shadybrook Condominium Project" (hereinafter, "Third Supplement") dated December 19, 1983 as Entry No. 3882565, in Book 5515, at Page 2367; and (ii) an instrument styled "Record of Survey Map of the Shadybrook Condominium Project, Phase IV" (hereinafter, "Phase IV Map") as Entry No. 3882564, in Book 82-7-63 of Plats, at Page 3697.

E. On July 19, 1985, the Original Declaration and Original Map were further supplemented by the filing for record in the office of the Recorder of Salt Lake County, Utah: (i) an instrument entitled "Fourth Supplement to Declaration of Condominium of the Shadybrook Condominium Project" (hereinafter, "Fourth Supplement") dated July 19, 1985, as Entry No. 4107960, in Book 5669, at Page 2419; and (ii) an instrument styled "Record of Survey Map of the Shadybrook Condominium Project, Phase V" (hereinafter, "Phase V Map") as Entry No. 4107959, in Book 83-12-172 of Plats.

F. This Fifth Amended Declaration of Condominium affects that certain real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

G. The Association desires to consolidate all prior amendments to the Declaration, eliminate all irrelevant and immaterial references to the Declarant, and update the Declaration.

NOW, THEREFORE, for the foregoing purposes, the Association hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated Sections 57-8-1 through 57-8-36, (1953) as amended.

2. Association of Unit Owners, Owners Association, or Association shall mean and refer to all of the Owners taken as, or acting as, a group.

3. Base Month and Year, Consumer Price Index shall mean that the base month and year for any calculation using the Consumer Price Index shall be October, 1991.

4. Building shall mean and refer to a structure containing or to contain Units.

5. Building Number shall mean and refer to the number, letter, or combination thereof which designates a Building in the attached Exhibit "A" and on the Record of Survey Map.

6. Capital Improvement shall mean and refer to all the total capital invested in fixed assets, including but not limited to the roads, roofs, siding, tennis courts, swimming pool intended to enhance, ameliorate, and improve the value, beauty or utility of the common areas and/or to adapt it for new uses or other purposes, but excluding current or operating expenses for the regular maintenance and ordinary repairs.

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

(a) The real property and interests in real property previously submitted to the terms of the Act, including the entirety of the Tract, but excluding individual Units.

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

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

(d) All foundations, roofs, and lobbies constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs stairways, entrances, and exits which are designed for the use of more than one unit.

(e) All installations for and all equipment connected with the furnishing of Project utility services such as electricity, gas, water, and sewer.

(f) All tanks, pumps, motor, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.

(g) The Project outdoor lighting, fences, landscaping, sidewalks, open parking spaces, and roads.

(h) All portions of the Project not specifically

included within the individual Units.

(i) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

8. Common Expenses aka Common Area Fees shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, any Management Agreement which may be entered into for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt, including sums designated for the Operating Fund, the Operating Reserve Account and the Capital Contribution Reserve Account.

9. Condominium Unit shall mean, refer to, and include a Unit together with its appurtenant undivided ownership interest in the Common Areas and Facilities, and its appurtenant right to exclusive use of Limited Common Areas associated with such Unit.

10. Condominium Project or Project shall mean and refer to the Shadybrook Condominium Project.

11. Consumer Price Index shall mean and refer to the Index published periodically by the United States Department of Labor, Bureau of Labor Statistics (BLS).

12. Declaration shall mean and refer to this Fifth Amended Declaration of Condominium of the Shadybrook Condominium Project.

13. Eligible Insurer or Guarantor shall mean and include an insurer or governmental guarantor of a mortgage which has requested notice in writing of certain matters from the Association.

14. Eligible Mortgagee shall mean and include a Mortgagee, or Lender, which has requested notice of certain matters from the Association in accordance with the sixth Paragraph of Section 41 or Article III of this Declaration.

15. Family shall mean and refer to a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or up to two (2) unrelated persons, who maintain a common household in a Unit.

16. Improvement shall mean all existing structures and appurtenances to the property of every kind and type, including but not limited to all buildings, walkways, sprinkler pipes, roads, driveways, parking areas, fences, walls, stairs, landscaping, trees and shrubs.

17. Limited Common Areas and Facilities or Limited Common

Areas shall mean and refer to those Common Areas and Facilities designated in this Declaration or in the Survey Map as reserved for the use of a certain Unit to the exclusion of the other Units.

18. Management Committee or Committee shall mean and refer to the Management Committee of the Shadybrook Condominium Project.

19. Mortgage shall mean and include both a first mortgage or first deed of trust on any Condominium Unit.

20. Mortgagee shall mean and include both a mortgagee, or the Lender, under a first mortgage and a beneficiary under a first deed of trust on any Condominium Unit.

21. Permanent Resident shall mean anyone who resides at the Condominium Unit for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year shall be deemed a permanent resident.

22. Record of Survey Map, Survey Map, or Map shall mean and refer to the "Record of Survey Map or Maps of the Shadybrook Condominium Project," on file with the Salt Lake County Recorder.

23. Single Family shall mean and refer to one immediate family as opposed to an extended family.

24. Single Family Residence shall mean and refer to a Unit in which a single family resides.

25. Size shall mean and constitute the area of the floor space within a Unit, in square feet, rounded to the nearest whole number ending in zero (e.g., 1020, 1180, 1510), and computed and determined as follows on the basis of dimensions shown on the Survey Map. The measurements used in determining Size shall run from the interior surfaces of the walls surrounding the Unit concerned and each separate level, story, or floor contained within or making up the Unit shall be taken into account and, subject to the following provisions, shall augment the Size thereof. For purposes of determining Size: (i) The area of any space in a Unit intended for garage or vehicle parking purposes shall be completely excluded; (ii) With respect to any Unit which includes or contains more than one separate level, story, or floor, the area of any basement shall be considered to be one-half (1/2) of its actual area and the area of any level, story, or floor located one or more full levels or stories above the first level or story shall be considered to be three-fourths (3/4) of its actual area; but (iii) If a Unit includes or contains only one level, story, or floor, wherever located, the area thereof shall not be discounted as provided in the preceding item (ii). So long as it substantially complies with the provisions of this Section 13 and is not arbitrary, the Association's determination of the Size of a Unit,

as set forth in this Declaration shall be conclusive.

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

27. Unit shall mean and refer to one of the condominium spaces which is designated as a Unit on the Record of Survey Map and in Exhibit "A" attached hereto, and incorporated herein by this reference. All walls on the perimeters of a Unit shall constitute a part of the Common Areas and Facilities. A Unit shall include any interior walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, walls, or coverings which bound it; provided, however, that a Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained. A Unit shall also include all windows, interior and exterior doors, garage doors and all fixtures contained within its vertical and horizontal perimeters and intended for the sole use of such Unit.

28. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and on the Record of Survey Map.

29. Unit Owner or Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. SUBMISSION

The land located in Salt Lake County, Utah, known as the Shadybrook Condominium, and described in Exhibit "B" attached hereto and incorporated herein by this reference, land previously submitted to the Act, is re-submitted hereby.

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

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and

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

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

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

1. Description of Improvements. The improvements included in the Project are now located upon the Tract. The significant improvements contained in the Project include twenty-one (21) Buildings, one hundred and one (101) Units, a clubhouse, a swimming pool, hot tub, tennis court, recreational vehicle parking area, and asphalt or concrete driveways and parking areas. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map. The Project also contains other improvements of a less significant nature, such as outdoor lighting, fencing, landscaping, and concrete sidewalks and walkways. There may also be located within the Common Areas certain man-made waterways or small streams. The water and water rights for such waterways or streams is to be provided, if at all, by and at the expense of the Association and the Association has not conveyed to the Association or the Owners any water rights or water stock for such purposes. The Survey Map shows the number of stories, and the number of Units which are contained in the Buildings initially included in the Project. Each of said Buildings is composed of the following materials: all load bearing and non-load bearing walls are wooden frame and studded with wood; the basement floor and foundation walls are of concrete; the ground floor and second floor are of wooden joists covered with plywood; the roof is of wooden trusses or laminated beams surfaced with plywood and shake shingles; interior walls are surfaced with sheetrock or gypsum board; and exterior walls are surfaced with beveled cedar siding and stone.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location, dimensions from which its size may be determined, and the Common Areas and Facilities to which it has immediate access. Each Condominium Unit shall be capable of being separately owned, encumbered, and conveyed. The undivided ownership interest in the Common Areas and Facilities appurtenant to a Unit may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Chapter 39 of Title 78, Utah Code Annotated (1953).

3. Contents of Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Unit contained in the Project: (i) The Unit Number; (ii) The Number of the Building in which it is contained; (iii) The Size of the Unit; and (iv) The percentage of undivided ownership interest in the Common Areas which is appurtenant to the Unit.

4. Computation of Undivided Interests. The percentage of undivided ownership interest in the Common Areas and Facilities which, at any point in time, is appurtenant to a Unit shall be equal to the ratio between the size of such Unit and the aggregate size of all Units in the Project, with minor adjustments for the purpose of assuring that the total undivided ownership interest equals 100.00%.

5. Limited Common Areas. The Limited Common Areas and Facilities which are contained in the Project consist of all of the following which are labeled as such on the Survey Map: (i) All patios, porches, balconies, and decks, if any, attached or adjacent to a Unit; and (ii) The private yard area, if any, adjacent to a Unit. The exclusive use of each patio, porch, balcony, deck, or private yard area is reserved to the Unit which it is associated, or as designated on the Survey Map.

6. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Condominium Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ contained within the Shadybrook Condominium Project as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah as Entry No. 3697563 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the Shadybrook Condominium Project recorded in Salt Lake County, Utah as Entry No. 3697564 in Book 5400 at Page 103 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said Unit as more particularly described in said Declaration.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon an shall inure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas and Facilities, nor the right of exclusive use of a Limited Common Area and Facility, shall be separated from the Unit to which they appertain; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

7. Permissible Use.

A. Residential Community. The Condominium Units shall be used only for residential purposes, except as set forth in Section C (17) below. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units.

B. Rules and Regulations. The Association, acting through its Committee, shall have the power and authority to enforce this Section and to make and to enforce standards and restrictions governing the use of Units and Common Area and to impose reasonable user fees for facilities, including but not limited to, vehicle storage areas, pathway systems, swimming pools, tennis courts, community center, and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting of the Association.

C. Restrictions and Limitations of Use.

(1) Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

(2) Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that

will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

(3) Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

(4) Clotheslines, Garbage Cans, Tanks, Woodpiles, Etc. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

(5) Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Committee or the Association.

(6) Firearms. The use of firearms within the Properties is prohibited. The term firearms includes BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(7) Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals, or other waterways within Shadybrook shall be installed, constructed, or operated without the prior written approval of the Committee or the Association.

(8) Tents, Trailers, and Temporary Structures. Except in designated RV areas, Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

(9) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant

may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(10) Trees, Shrubs, Bushes, Sight Distance at Intersections. All property located at street intersections and corners shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub, bush or tree shall be planted or placed by any Owner or occupant in, on or about the common areas; neither will any be permitted to remain particularly where this would create a traffic or sight problem.

(11) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction.

(12) Air Conditioning Units. Except as may be permitted by the Committee or its designee, no window air conditioning units may be installed or maintained in any Unit. Roof-top air conditioning equipment and systems may be installed but shall be the exclusive responsibility of the Owner or Occupant to maintain, repair and replace.

(13) Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation, sculpture, fountains, banners, and similar items shall be permitted on the exterior of any portion of the Properties.

(14) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on the Properties, except that the Management Committee in its sole discretion may elect to convert the Clubhouse, Pool, Hot Tub and/or other recreational facilities and amenities in whole or in part to solar energy, if reasonably affordable and efficient.

(15) Lighting. No exterior lights shall be displayed by Owners or occupants except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only.

(16) Fences. No dog runs, animal pens, or fences of any kind shall be permitted on any Unit or Common Area.

(17) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight,

sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Committee.

The terms business and trade, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section.

(18) On-Site Fuel Storage. No on-site storage of gasoline, heating, or other fuels shall be permitted on any part of the Properties, except that the Committee or Association may store that gasoline or fuel necessary to operate and maintain the Community provided it is stored in a separate facility designed for this purpose.

(19) Heating of Units in Colder Months. In order to prevent breakage or leakage of water pipes during colder months of the year resulting in damage to Units and Common Areas, increased common expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within all vacant or unoccupied Units shall be maintained with the heat in an "ON" position and at a minimum of sixty (60) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) from October through April, inclusive, or whenever the temperature outside is forecasted to or does reach thirty-two (32) degrees Fahrenheit or below. Owners and occupants of Units shall take all steps possible on a timely basis to keep the heating equipment including, but not limited to, the thermostat in good working order and repair. Notwithstanding any provision in this Declaration or in the ByLaws to the contrary, the Committee may fine any Owner or occupant up to the amount of the Association's insurance deductible or deny the owner or occupant the right to make a claim on the

Association's policy of insurance for violation of this requirement by the Committee, in addition to any remedies of the Association after, at the request of any Owner or occupant, a hearing.

(20) Storage and Parking of Vehicles. No motor vehicle or trailer, including but not limited to any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailers, boat or other watercraft, boat trailer, or any other transportation device of any kind may be parked or stationed in front of any garage, walkway, unit, driveway, Unit or Common Area. Owners or occupants may only park their vehicles within their garages or in designated areas. Visitors may only park temporarily in designated spaces and in accordance with rules and regulations designated and promulgated by the Management Committee. No Owners or tenants shall repair or restore any vehicle of any kind upon any Unit or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally constructed.

(21) Recreational Vehicles Parking Area. The Association shall establish and collect a monthly use fee to be charged to each Unit Owner who utilizes a recreational vehicle parking space in the recreational vehicle parking area shown on the Record of Survey Map. Such monthly use fee shall be established and maintained at a level commensurate with the charges of commercial lessors of such spaces in the locality, but in no event less than a level that will defray all costs and expenses of the Association in any way connected with or related to the operation or ownership of such recreational vehicle parking area. The fees so collected shall be used to defray a portion of the Common Expenses. Each Unit Owner who utilizes the recreational vehicle parking area shall bear full responsibility for any loss or damage to his vehicle while parked or stored in said area, and the Association shall not be liable for any such loss or damage.

The monthly use fee provided for in this Section shall be, constitute, and remain a continuing lien upon the Unit of the Owner using the recreational vehicle parking space for which such fee is charged. The provisions of Section 22 of this Article III shall apply to collection of such monthly use fee. The limit per parking space is one vehicle, trailer or unit, regardless of size.

(22) Windows, Doors and Garage Doors. Owner shall maintain all windows, doors and garage doors in a good and attractive condition and shall only replace exterior doors, and garage doors and windows with goods and materials approved by the Committee in order to maintain uniformity of quality and appearance. If an owner or occupant uses a non-conforming item, or fails to properly maintain his or her windows, doors or garage door, and fails to cure any default within 30 days after written notice, then the Committee may repair or replace the item and treat the expense as a specific assessment for that Unit.

(23) Aerials, Antennas, and Satellite Dishes. No radio, television, or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed, or maintained unless so erected, installed, placed, or maintained entirely within the enclosed portion of the individual Unit. However, the Association may erect an aerial, antenna, satellite dish or reception device for a master television or radio system, should any such master system or systems be utilized by the Association and require any such exterior reception device.

(24) Windows and Window Coverings. No tinted windows shall be permitted. Aluminum foil, newspapers, reflective film coatings, after market or secondary or any other similar materials may not be used to cover the windows in any Unit. All windows and window panes must be identical in size, design and quality to the other Units in the community.

(25) Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on the Properties for commercial or other purposes, except an Owner or Occupant may have one (1) dog or one (1) cat, provided: (a) they abide by the rules and regulations adopted by the Committee, (b) the dog or cat does not weigh more than twenty (20) pounds, and (c) the dog or cat does not have a known propensity for violence.

(26) Enclosures, Leashes, and Cleaning-Up after Pets. No pet enclosures shall be erected, placed, or permitted to remain on any portion of the Common Areas, nor shall pets be kept tied to any structure outside the Unit. The keeping of pets and their ingress and egress upon the Common Areas shall be subject to such rules and regulations as may be issued by the Management Committee. Pets shall be on a leash at all times when outside a Unit. No pet shall be permitted to defecate on any portion of the Common Areas, and the Owner of such pet shall immediately remove feces left upon the Common Areas by his or her pet.

(27) Remedies for Pet Rule Violations. If an Owner or Occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Committee may bar such pet from use of or travel upon the Common Areas. The Management Committee may subject ingress, egress, use, or travel upon the Common Areas to a user fee, which may be a general fee for all similarly-situated persons or a specific fine or fee imposed for failure of an Owner or Occupant to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health of any Owner or Occupant of a Unit or which creates a nuisance or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Committee, must be permanently removed from the Properties upon seven (7) days' written notice by the Management Committee.

(28) Liability of Owner and Occupants. Any Owner or Occupant shall be liable to the Association or other Owners or Occupants for damages to person or property caused by his or her negligence.

8. Occupancy and Age.

(a) Age. The community shall comply with the Fair Housing Act and the Fair Housing Amendments Act of 1988 (the "Fair Housing Act"), as they now exist or as they may be amended in the future.

(b) Occupants. In order to maintain the safety and health, and to promote the general welfare of the Community, no more than two (2) permanent residents of a single family may occupy any one (1) bedroom Unit; no more than three (3) permanent residents of a single family may occupy any two (2) bedroom Unit; and no more than five (5) permanent residents of a single family may occupy any three (3) bedroom Unit, unless this has the practical effect of discriminating on the basis of familial status as defined in the Fair Housing Act in which case reasonable occupancy of any Unit will be permitted.

9. Leases and Sales. In order to assure a community of congenial owners and thus protect the value of the Units, the sale or lease of a Unit by any Owner (other than as herein provided for certain mortgages) shall be subject to the following provisions:

(a) Notice of Lease or Intent to Lease or Sell. Any Owner who has leased his or her unit or who intends to sell or lease his or her unit shall give notice in writing to the Management Committee of such intention, stating: (i) the name and address of the current Lessee or the intended Purchaser or Lessee, (ii) the terms of the proposed transaction, (iii) such other information as the Committee may reasonably require and (iv) if possible, shall provide the Committee with a copy of

the Lease or Sales Contract, proposed Lease or proposed Sales Contract. The Committee shall have authority to make and to enforce reasonable rules and regulations in order to enforce this provision, including the right to impose fines for failure to comply, and file a lien upon the Unit sold or leased for unpaid fines.

(b) Restrictions.

(i) Entirety. Units may be rented only in their entirety and no fraction or portion thereof may be rented.

(ii) Transient Use. No transient Lessees may be accommodated therein. All Rentals or Leases must be for a term no less than six (6) months. No resort-hotel or rental pool uses are permitted.

(iii) Subject To Declaration. All Leases and Lessees are subject to the provisions of the Declaration and ByLaws.

(iv) Copies of Documents. The unit owner must make available to the Lessee copies of the Condominium documents including the Declaration, ByLaws, and Rules and Regulations.

(v) Mandatory Language. Any Lease affecting a Unit at Shadybrook, whether written or oral, shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any Lease on a Unit shall contain the following language, and further agrees that if such language is not expressly contained therein, then, such language shall be incorporated into the Lease by this reference and the effect of this covenant on the Unit, which runs with the land. Any Lessee, by occupancy in a Unit, agrees to be bound by following:

(1) Lessee acknowledges that promises made to Lessor are made for the benefit of the Association for the purpose of discharging Lessor's duties to the Association through Lessee's performance. In order to enforce the provisions of this Agreement made for the Association's benefit, the Association may bring an action against Lessee to recover sums due for damages or injunctive relief or may impose any other sanction authorized by the Declaration and ByLaws, as they may be amended from time to time, or available to a Lessor upon breach or default of a lease agreement by the Lessee. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

(2) Lessee shall comply strictly with all provisions of the Declaration, ByLaws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee or any occupant or person living with Lessee of any provision of the Declaration, ByLaws, or rules and regulations adopted thereunder shall constitute a default under this lease.

(3) Upon request by the Association, Lessee shall pay to the Association all unpaid monthly and annual assessments, special assessments, and specific assessments, as lawfully determined and made payable during and prior to the term of this Agreement and any other period of occupancy by Lessee; provided, however, Lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All payments made to the Association shall reduce by the same amount Lessee's obligation to make monthly rental payments to Lessor under the Lease. If Lessee fails to comply with the Association's request to pay assessments, Lessee shall pay to the Association all late or delinquent charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the Premises during the term of this Agreement and any other period of occupancy by Lessee.

(4) Lessee's rights shall be subject to all rights of the Association and any bona fide mortgage or deed of trust given to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

(c) Recovery of Attorney's Fees. In the event the Association proceeds to evict the Lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(d) Lessee's Rights. Any Lessee charged with a violation of the Declaration, ByLaws, or rules and regulations is entitled to the same rights to which the owner is entitled as provided in the Association's ByLaws.

(e) First Mortgagee's or Lender's Rights. Notwithstanding anything to the contrary herein contained, the provisions of this Article shall not apply to impair the rights of any Lender or First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in any Mortgage;

(ii) take a deed or assignment in lieu of foreclosure, or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

10. Condition and Maintenance of Units and Limited Common Areas. Each Unit, and all utility facilities, including but not limited to all electrical, plumbing, heating, air conditioning, water, sewer lines, ducts, and other such apparatus serving solely such Unit, shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his appurtenant patio, porch, balcony, deck, and/or private yard area, if any, in a clean and orderly condition, but shall not otherwise maintain the same. The Committee shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners.

11. Encroachments. In the event that any portion of the Common Areas, a Limited Common Area, a Unit, and/or a Building encroaches or comes to encroach on the Common Areas, another Limited Common Area, another Unit, and/or another Building, as a result of construction, reconstruction, repair, shifting, settlement, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists.

12. Status and General Authority of Committee. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Condominium Project shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) To Enter. The power and authority to enter into or upon any Condominium Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project.

(b) Grant Easements. The authority, without the vote or consent of the Unit Owners, Mortgagees, insurers or guarantors of Mortgage, or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

(c) Execute Documents. The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.

(d) Standing. The power to sue and be sued.

(e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

(f) Transfer Interests in Real Property. The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(g) To Purchase. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(h) To Add Property. The power and authority to add any interest in real property obtained pursuant to subparagraph (g) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent.

(i) Promulgate Rules. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its function or to insure that the Project is maintained and used in a manner consistent with the interest of the Unit Owners.

(j) All Other Acts. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners.

13. Professional Management. Unless approval for self management is obtained pursuant hereto, the Committee shall delegate and carry out through a professional manager those of its functions which may be delegated. The professional manager so

engaged shall be an independent contractor and not an employee. The nature, scope and extent of his agency and duties shall be set forth in the written Management Contract. The Manager shall be responsible for operating and managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and by the terms of the Management Agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. All management contracts shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate the contract upon at least sixty (60) days written notice to the other party thereto. Anything to the contrary notwithstanding, the Association or Committee may employ maintenance and clerical personnel as necessary to properly maintain and operate the Condominium.

14. Composition of Management Committee. The Committee shall be composed of five (5) members and one (1) alternate who may vote in the absence of a regular Committee member. Any vacant seat on the Committee shall be filled with a member elected for a two (2) year term. Only Unit Owners who permanently occupy their Unit shall be eligible for Committee membership. At each annual meeting, each Unit shall have one (1) vote for each seat on the Committee to be filled. Any Committee member who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least sixty percent (60%) of all Committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit his or her seat. In cases of vacancy the remaining 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 or she forfeits or otherwise loses his or her seat as herein provided, a member shall serve on the Committee until his or her successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

15. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. He

shall preside over all meetings of the Committee and of the Unit Owners. He shall execute all instruments on behalf of the Committee, unless he chooses to delegate that authority to another Committee member.

(b) Vice-President. The Vice-President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. The Treasurer shall cause to be prepared and annual audited financial statement for each fiscal year of Project operation. Upon request of the Committee he shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performance of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same Committee member.

16. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may provide. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Committee member at least 24 hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

17. Owners Meetings. The annual meeting of the Unit Owners shall be held at 7:00 p.m. on the first Monday in December of each year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the notice of meeting. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at the latest address for such person appearing, in the notice shall state the time, place, and general purpose of the meeting.

Special meetings of the Owners may be called by the President, by any two (2) members of the Committee, or by twenty-five percent (25%) of the Unit Owners. At least two (2) but not more than thirty (30) days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice. The presence of fifty-one percent (51%) of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours, and no later than thirty (30) days, after the time set for the original meeting. The presence of thirty-three percent (33%) of the Owners entitled to vote shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of the this Paragraph, however, in any case in which the Act or this Declaration requires the affirmative vote of a certain number of Units for authorization or approval of a matter, their written consent, proxy or presence is required to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.

18. Voting -- Multiple Ownership. There shall be one vote per unit, regardless of percentage of ownership interest. If there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. If such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

19. List of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Unit which is owned by him or her; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of

the County Recorder of Salt Lake County, Utah. The Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of any Owner shall be deemed to be the address of the Unit owned by such person unless the Committee is otherwise advised.

20. Capital Improvements. Additions or capital improvements to the Project which cost \$7,500.00 or less may be authorized by the Management Committee alone. This amount shall be adjusted by the Committee annually to reflect changes in the Consumer Price Index. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed or accomplished, be authorized by at least a majority of the Unit Owners. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven percent (67%) of the Unit Owners.

21. Operation and Maintenance. The Management Committee shall, as a portion of the Common Expenses, pay for, or provide for the payment of, all utility services furnished to the Project which are not separately metered and billed to individual Units by the utility or other party furnishing such service. The Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair. Without limiting the breadth of the foregoing, the Committee shall provide for maintenance and cleaning of the eight (8) storm water catch basins within the Project as the circumstances require.

22. Common Area Expenses.

A. Purpose of Common Area Expenses. The Common Area Fees provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of units, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Management Committee.

B. Creation of Common Area Fees. There are hereby created Common Area Fees for Common Expenses as may be from time to time specifically authorized by the Management Committee. Each Owner of any Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association all Common Area Fees.

C. Budget. Before the annual homeowners meeting each year, the Management Committee shall prepare a budget which shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1. The budget shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Committee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

D. Apportionment. The total of such Common Expenses shall be apportioned among all the Units, not on the basis of their respective appurtenant percentage of undivided ownership interest, but based upon the following BASE MONTHLY FEES:

MODEL	AMOUNT
Gables	\$ _____
Meadows	\$ _____
Heather	\$ _____
Creekside North	\$ _____
Creekside South	\$ _____

E. Common Area Fee Increases. All future Common Area Fee increases shall be in equal, fixed amounts for all models and all units, regardless of size, style or location.

F. Approval of Budget and Assessments. The proposed Budget and the Common Area Fees shall become effective unless disapproved at the annual meeting by a vote of at least a majority of the Unit Owners. Notwithstanding the foregoing, however, if the membership disapproves the proposed Budget and Common Area Fees or the Management Committee fails for any reason so to determine the Budget and Common Area Fees for the succeeding year, then and until such time as a new Budget and the Common Area Fees shall have been determined as provided herein, the Budget and the Common Area Fees in affect for the then current year shall continue for the succeeding year.

G. Payment of Common Area Fees or Expenses. Prior to the first day of each month, each Owner shall pay to the Committee as his or her share of the Common Expenses, which is one-twelfth (1/12) of the annual amount apportioned to his or her Unit (the "Common Area Fees").

H. Owners Liable To Pay Common Area Fees. For purposes of this Section, the term "Owner" shall mean the Owner of the legal and/or equitable interest in the Unit, including but not limited to the vested Owner, the Owner of record, and both the Buyer and Seller under any land sales contract, who shall be jointly and severally liable.

I. Equitable Changes. If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments.

J. Dates and Manner of Payments. The dates and manner of payment shall be determined by the Committee.

K. Reserve Accounts. The Committee shall establish and maintain at least two (2) adequate reserve funds which shall be maintained out of regular Common Area Fees:

1) Operating Reserve Account. The "Operating Reserve Account" shall cover unforeseen, unexpected or unanticipated expenses which may arise; and

2) Capital Improvement Reserve Account. The "Capital Improvement Reserve Account" shall cover capital improvements. The Committee shall annually prepare a Capital Improvement Budget which shall take into account the number and nature of replaceable assets, (e.g. roofs, roads, staining/painting, tennis courts, swimming pool, etc.), the expected life of each asset, and the expected repair or replacement cost. The Committee shall set the required Capital Improvement Reserve Account contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual Common Area Fees over the period of the budget. The Capital Improvement Reserve Account contribution required shall be fixed by the Committee and shall be included within the regular Budget and Common Area Fee. A copy of the Capital Improvement Budget shall be distributed to each member in the same manner as the operating Budget.

L. Personal Obligation of Owner. Common Area Fees, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such Unit at the time each Common Area Fee was assessed, and his or her grantee shall be jointly and severally liable for the portion

of the Common Area Fee due and payable at the time of conveyance to the extent expressly assumed; provided, however, no first Mortgagee or Lender who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid Common Area Fees which accrued prior to the acquisition of title.

M. Acceleration. Common Area Fees shall be paid in the manner and on dates fixed by the Committee who may, at its discretion, elect to accelerate the entire annual Common Area Fee for delinquent Unit Owners. Unless the Committee designates otherwise or elects to accelerate the entire annual Common Area Fee, Fees shall be paid in equal monthly installments. If, however, the Common Area Fee is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the Committee, at its sole discretion, may de-accelerate the obligation.

N. Statement of Common Area Fees Due. Upon written request, the Committee shall furnish to any Owner a statement of Common Area Fees due, if any, on his or her Unit. Failure to provide the certificate within ten (10) days after a written request, shall be deemed conclusive evidence that all Common Area Fees are paid current on the Unit. The Association may require the advance payment of a processing charge not to exceed Fifteen (\$15.00) Dollars for the issuance of such certificate.

O. Superiority of Common Area Fees Assessments. All Common Area Fees and liens created to secure the obligation are superior to any homestead exemptions to which an Owner may be entitled.

P. Termination of Utility Service or Right to Use Amenities for Non-Payment. At the discretion of the Committee, the utility service to any Owner or occupant or any Unit paid for by Common Area Fees, or the right to use the recreational facilities or amenities, may be terminated if the Owner or occupant is in arrears on his or her obligation to pay Common Area Fees and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice.

Q. Suspension of Right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of his or her Common Area Fees, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice.

23. Specific Assessments.

The Committee shall have the power specifically to assess individual units or buildings pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Committee to

exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section. The Committee may specifically assess Units or Parcels for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Benefit Only To Specific Unit or Building. Expenses of the Association which benefit less than all of the Units or Parcels may be specifically assessed equitably among all of the Units or Parcels which are benefitted according to the benefit received.

(b) Unequal or Disproportionate Benefit. Expenses of the Association which benefit all Units and Parcels; but which do not provide an equal benefit to all, may be specifically assessed equitably among all Units or Parcels according to the benefit received.

24. Collection of Common Area Fees.

A. Procedure.

1) Delinquent Fees. Any Common Area Fees which are not paid when due are delinquent and a lien attaches.

2) Late Fees. Any Common Area Fees delinquent for a period of more than ten (10) days shall incur a late charge in an amount the Board may from time to time determine.

3) Notice of Delinquency. The Association shall give a notice of delinquency to any member who has not paid within ten (10) days following the due date.

4) Notice of Lien. If the Common Area Fees are not paid within ninety (90) days of the due date, a notice of lien covering the unpaid Fee, late charge, interest, collection costs and attorney's fees and any other amounts provided or permitted by law shall be filed with the Salt Lake County Recorder.

5) Foreclosure of Lien and/or Collection Action. If the Common Area Fees remain unpaid after one hundred twenty (120) days from the due date, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

D. Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as other liens for the improvement of real property may be foreclosed.

C. No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Common Area Fees provided for herein, including, by way of illustration, but not limitation, by non-use of Common Areas, Recreational Facilities or abandonment of the Unit.

D. Duty to Pay Independent. No reduction or abatement of Common Area Fees shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the ByLaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Common Area Fees being a separate and independent covenant on the part of each Owner.

E. Application of Payments. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest, then to delinquent Common Area Fees in the order of their coming due.

F. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Common Area Fees may be enforced by sale or foreclosure of the Unit Owner's interest by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, a Unit Owner shall pay: (a) the costs and expenses of such proceedings, (b) reasonable attorney's fees, and (c) a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the Unit.

G. Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as

amended. Owner hereby transfers in trust to the Trustee all of his right, title and interest in and to the real property for the purpose of securing his or her performance of the obligations set forth herein.

25. Liability of Management Committee and Professional Manager.

(a) Tort Liability. No member of the Management Committee or any professional manager employed by the Committee (hereafter jointly referred to as "Committee") shall be liable to any Unit Owner, occupant, guest or invitee for any damages, losses or claims arising out of or caused by mistake of judgment, negligence, or any other grounds, except for such member's willful misconduct, gross negligence or bad faith.

(b) Contract Liability and Indemnity. The Unit Owners and occupants shall indemnify and hold harmless each member of the Committee from and against any and all liability to third parties, including all claims arising out of contracts made by the Committee on behalf of the Owners, unless such contract was made in bad faith or contrary to the provisions of the Act or this Declaration.

(c) Limitation of Liability. The liability of any Unit Owner for damages or indemnity shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

26. Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force, and pay the premiums for, hazard insurance meeting the following requirements:

(a) All Risk Coverage. "Master" or "Blanket" all-risk type policy of property insurance if reasonably available, and if it is not reasonably available, then as a minimum, fire and extended coverage.

(b) Steam Boiler. If a steam boiler is or comes to be in operation in the Project, there shall be maintained a policy of insurance providing coverage against loss or damage resulting from steam boiler equipment accidents in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location or such greater amount as deemed prudent based on the nature of the Project.

(c) Flood Zone. If a Unit is or comes to be situated in an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), or any successor program, a policy of flood insurance shall be maintained by the Unit Owner covering the Unit and any other insurable property (hereinafter jointly referred

to as "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under NFIP for Insurable Property within a designated flood hazard area; or (2) one hundred percent (100%) of current replacement cost of the Insurable Property. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator. If such insurance is required, the Owner shall provide the Association with a Certificate of Insurance and shall list the Association as a "Certificate Holder."

(d) The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Association of Unit Owners of the Shadybrook Condominium Project for the use and benefit of the individual Owners" and Unit Owners shall be designated by name, if required. The Association may designate an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Unit Owners. In any policy covering the entire Project, each Unit Owner, and each such Owner's Mortgagee if any, shall be beneficiaries of such policy in the percentage of such Owner's undivided ownership interest in the Common Areas and Facilities. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request.

(e) Mortgage Provisions. Each policy shall contain the standard mortgage clause or its equivalent. If FNMA is a holder of one or more Mortgages on Condominium Units within the Project, such mortgage clause shall name FNMA or FNMA's service of such Mortgages as Mortgagee. If FNMA's service is named as mortgagee in such mortgage clause, such service's name shall be followed therein by the phrase "its successors and assigns". In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee or Lender listed as a scheduled holder of a Mortgage in the policy.

(f) Miscellaneous. Each policy shall provide for the following:

1) Insurance Trust. Recognition of any insurance trust agreement.

2) Waiver of Subrogation. A waiver of the right of a subrogation against Unit Owners individually;

3) Individual Neglect. The insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and

4) Primary Insurance. The policy of the Unit Owner is primary in the event the Unit Owner has other insurance covering the same loss.

The foregoing requirements may be provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent.

(g) Endorsements. Each policy shall also contain or provide the following: (1) "Agreed Amount and Inflation Guard Endorsement", if available; and (2) "Construction Code Endorsements" (such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement"), if the Project is subject to a construction code provision which would become operative upon Partial or Substantial Destruction and require changes to undamaged portions of the Building(s), thereby imposing significant costs in the event of such Destruction of the Project by an insured peril.

(h) Deductible. Each policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(i) Payment of Deductible. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

(j) Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association to purchase and maintain that hazard, casualty and liability insurance necessary and reasonable to protect his or her Unit, individual interests, and property. Each Owner must provide the Association or Committee with a Certificate of Insurance and must provide the Association or Committee with notice of any change or termination of Owner's insurance.

(k) Duty of Prompt Repair. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

(l) Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction is to a Unit or Common Area, or if it affects materially Common Areas or the Community, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction promptly and reasonably. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner, the Association and any mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the Capital Improvements Reserve Account. This is a covenant for the benefit of the Association and any mortgagee of a Unit and may be enforced by them.

(m) Additional Insurance. Each Owner shall obtain that additional insurance at his or her own expense necessary to protect his or her private property and interests. Provided, however, no Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association of Committee may have in force on the property at any particular time.

(n) Owner's Policy is Primary. If any Owner's policy and the Association's policy cover the same claim, it is the intent of the Association that the Owner's policy is primary and the Association's policy is secondary.

27. Fidelity Bonds.

(a) General Coverage/Committee. The Management Committee or the Association of Unit Owners shall at all times maintain in force and pay the premiums for, "blanket" fidelity bonds for all officers, members, and employees of the Committee and the Association and for all other persons handling or responsible for funds of or administered by the Committee or the Association.

(b) Agents. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association.

(c) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Committee's best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Committee, the Association, or the management agent, as the case

may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Condominium Units, plus reserve funds.

(d) Quality of Coverage. The bonds required shall meet the following additional requirement:

(1) they shall name the Committee, the Owners Association, and the Property Manager as obligees;

(2) if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense;

(3) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Association as part of the Common Expenses; and

(4) the bonds shall provide that they may not be cancelled or substantially modified, including cancellation for nonpayment of premium, without at least ten (10) days' prior written notice to the Committee and the Association, to any Insurance Trustee, and to each service of loans on behalf of any Mortgagee, the VA, FHA and FNMA.

28. Liability Insurance.

(a) Duty To Provide Coverage. The Management Committee or Association of Unit Owners shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, public ways in the Project, if any, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party.

(b) Coverage Limits. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for condominium projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(c) Covered Perils. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contracts of the Committee or the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location, and use, including but not limited to, host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance.

(d) Notice of Cancellation. Each policy shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

29. Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Committee and the Association, the Association's authorized representative, including any trustee with whom the Committee and the association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner hereby appoints the Committee, or any Insurance Trustee or substitute Insurance Trustee designated by the Committee, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Committee, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their mortgagees, as their interest may appear.

30. Quality of Insurance Carrier. Each insurance policy required hereby shall be written by an insurance carrier licensed to transact business in the State of Utah and who has a financial rating by Best's Key Rating Guide of at least Class A-VI or better.

31. Restrictions on Policies. No such policy shall be maintained where:

(a) Individual Assessments Prohibited. Under the terms of the carrier's charter, bylaws, or policy, contributions may be

required from, or assessments may be made against, a Unit Owner, a borrower, a Mortgagee, the Management Committee, the Association of Unit Owners, FNMA, or the designee of FNMA.

(b) Payments Contingent. By the terms of the carrier's charter, bylaws, or policy, less payments are contingent upon action by the carrier's board of directors, policyholder, or member; or

(c) Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, a Unit Owner, FNMA, or the borrowers) from collecting insurance proceeds.

The foregoing provisions shall not be construed to limit the power or authority of the Management Committee or Association of Unit Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

32. Destruction, Condemnation, and Obsolescence. The following provisions shall apply with respect to the destruction, condemnation, or obsolescence of the Project. Each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taken by eminent domain or grant or conveyance in lieu thereof.

(c) Obsolescence. "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(d) Restored Value. "Restored Value" shall mean the value of the Project after Restoration.

(e) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

(f) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Condominium Unit for the condemnation or taking of the Unit in which they are interested.

33. Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

34. Restoration of the Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided ownership interest and is further consented to by Eligible Mortgagees holding Mortgages or Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

35. Notices of Destruction or Obsolescence. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this

Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration.

36. Excess Insurance. In the event insurance proceeds condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is the Subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

37. Inadequate Insurance. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas.

38. Reallocation in Event of Partial Restoration. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units.

39. Sale of Project. Unless Restoration is accomplished as set forth above, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

40. Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Condominium Unit therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration

or sale, as the case may be.

41. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a Unit Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold the required percentages. Provided:

(a) Ninety-Day Limit. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) Change In Ownership. Any change in ownership of a Condominium Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

(c) Consent of All Unit Owners/Same Unit. Unless the consent of all Owners having an interest in the same Unit is secured, the consent of none of such Owners shall be effective.

42. Mortgagee Protection. The lien or claim against a condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such assessments or charges become due.

(a) Statutes. In the event that the State of Utah should enact the Uniform Condominium Act or any other statute applicable to condominiums with a provision that would allow such assessments or charges including special assessments, to have a limited priority over a Mortgage recorded before such assessments or charges became due, or in the event that the State of Utah should enact any law which would allow a lien for unpaid assessments or charges to survive foreclosure or exercise of a power of sale, all such assessments and charges, including special assessments, shall after the date of such enactment be made due and payable to the Committee or the Association on a monthly basis and the lien for any fees, late charges the Association assessed in connection with such unpaid assessments or charges shall be deemed subordinate to the first Mortgage in the Condominium Unit upon which such assessments or charges are levied.

(b) Effects of Voluntary and Involuntary Sale. The lien or claim against a Condominium Unit for such unpaid assessments or charges shall not be affected by any sale or transfer of such Condominium Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid assessments or charges which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such unit from the lien of any assessments or charges becoming due thereafter.

(c) Books and Records Available for Inspection. The Committee or the Association shall make available to Unit Owners, to lenders and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration and rules concerning the Project, and the books, records, and financial statements of the Committee and the Association. "Available", as used in the Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

(d) Right to Audited Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year free of charge to the party so requesting. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

(e) Management Contracts. Any agreement for professional management of the Condominium Project and any contract or lease which is entered into by the Management Committee or the Association is a party shall provide that either party may terminate the same for cause upon at least sixty (60) days written notice to the other party thereto.

(f) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name

and address of such holder, insurer or guarantor and the Unit Number or address of the Unit encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an Eligible Mortgagee or Eligible Insurer or Guarantor, as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(i) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(ii) Delinquency. Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium Unit subject to a Mortgage held, insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of 60 days.

(iii) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(iv) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

(g) No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit shall not be subject to any right of first refusal or similar restriction.

43. Amendment. Except as provided in and/or subject to the terms of items (a) and (b) below, the vote of at least Sixty-Seven percent (67%) of the Unit Owners, based upon (1) one vote per unit regardless of percentage of ownership interest shall be required and shall be sufficient to amend the Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees (Lenders) is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be

subject to the following:

(a) Consent of Eligible Mortgagee--67%. The consent of Eligible Mortgagees or Lenders holding Mortgages on Condominium Units which have appurtenant at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees or Lenders shall be required to any amendment which would terminate the legal status of the Project; and

(b) Consent of Eligible Mortgagees--51%. The consent of Eligible Mortgagees or Lenders holding Mortgages on Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees or Lenders shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any of the following: (i) voting; (ii) assessments, assessment liens, or subordination of liens; (iii) reserves for maintenance, repair, and replacement of the Common Areas and Facilities; (iv) insurance or fidelity bonds; (v) rights to use of the Common Areas and Facilities; (vi) responsibility for maintenance and repair of the several portions of the Project; (vii) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project; (viii) the boundaries of any Unit; (ix) the interests in the Common Areas and Facilities or Limited Common Areas; (x) convertability of Units into Common Areas or of Common Areas into Units; (xi) leasing of Condominium Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit; (xiii) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (xiv) the requirement that the Project be professionally managed rather than self managed. Any addition or amendment shall not be considered material for purposes of this Paragraph (b) if it is for the clarification only. Any Eligible Mortgagee (Lenders) to whom a written request to approve an addition or amendment to this Declaration or the Survey Map (or Committee with respect to the nature of Restoration under Section 30(d) hereof or a decision not to undertake Restoration pursuant to Section 32 hereof) is mailed postage prepaid to the address for such Mortgagee (Lender) shown on the list maintained by the Association and who does not deliver to the Committee or the Association a negative response within 30 days from the date of such mailing shall be deemed to have abstained.

The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Survey Map or the termination of the legal status of the Project as a condominium if such amendments or such termination are made or accomplished in accordance with the provisions of Sections 30 through 34 of this Declaration regarding Condemnation or Substantial Obsolescence.

44. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

45. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Condominium Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

46. Enforcement and Right to Recover Attorney's Fees. The Association, Management Committee, and any aggrieved Unit Owner shall have a right of action against the Association, the Committee, or any Unit Owner for any failure by such person or entity to comply with this Declaration, the Survey Map, or supplements, amendments, or determinations contemplated by this Declaration. Should the Association or Committee be required to take action to enforce this Declaration, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the Association or Committee may recover all costs and expenses, including a reasonable attorney's fee which may arise or accrue.

47. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, nor the Committee shall in any way be considered insurers or guarantors of security within the Properties, however, and neither the Association, nor the Committee shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All owners, tenants, guests and invitees of any Owner, as applicable, acknowledge that the

Committee and the Association do not represent or warrant that any fire protection system or burglar alarm system designated by or installed according to guidelines established by the Committee or the Association may not be compromised or circumvented, that any fire protection or burglar alarm system will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor the fire protection or burglar alarm systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner, tenant, guest or invitee of an Owner, as applicable, acknowledges and understands that the Association and Committee are not insurers and that each Owner, tenant, guest and invitee assumes all risks for loss or damage to persons, to units and to the contents of units and further acknowledges that the Association and Committee have made no representations or warranties nor has any Owner, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems recommended or installed or any security measures undertaken within the Properties.

48. Liens Against the Association. All liens for materials, labor or money judgments against the Association or Committee are to be indexed in the public records under the name of the Association and the name of the community. An Owner may pay the pro rata share of the amount of any lien against the Association or Committee and that shall be sufficient to release the lien on his or her Unit. Such liens will not constitute a lien on the Common Areas of the community, but rather on each Unit within the community. Any person or entity who elects to perform labor or provide materials at this Condominium shall do so subject to the terms of this Section. If the Association has mortgaged the common elements and thereafter defaults, the mortgagee must exercise its rights against the Common Areas before it may proceed against the Units.

49. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act.

50. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

51. Request for Notice. The Association hereby requests that a copy of any notice of default and a copy of notice of sale under any mortgages or deeds of trust filed for record against any Units at Shadybrook be mailed to the Shadybrook Homeowner's Association at 3384 South 715 East, Salt Lake City, Utah 84106-1588 pursuant to U.C.A. Section 57-1-26 (1953), as amended.

EXECUTED the day and year first above written.

SHADYBROOK HOMEOWNER'S ASSOCIATION

Jane Anderson

Jane Anderson, President

Kay W. Young

Kay W. Young, Vice-President

Fay S. Ellison

Fay S. Ellison, Secretary

Harris Weisberg

Harris Weisberg, Treasurer

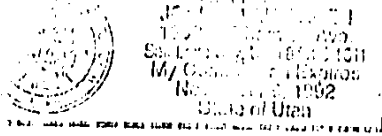
Duane H. Gillman

Duane H. Gillman, Member

STATE OF UTAH

)
SS.
)

COUNTY OF SALT LAKE



On the 31st day of January, 1992, personally appeared before me JANE ANDERSON, KAY W. YOUNG, FAY S. ELLISON, HARRIS WEISBERG, and DUANE H. GILLMAN, who being by me duly sworn did say that they are the Members of the Board of SHADYBROOK HOMEOWNERS ASSOCIATION, and that the foregoing, attached instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and the said JANE ANDERSON, KAY W. YOUNG, FAY W. ELLISON, HARRIS WEISBERG and DUANE H. GILLMAN, duly acknowledged to me that said Association executed the same.

[Signature]

NOTARY PUBLIC
Residing at: SALT LAKE

My Commission expires:

Nov. 9, 1992

BK 6410 Pg 1225

EXHIBIT "A" TO
FIFTH AMENDED
DECLARATION OF CONDOMINIUM
OF THE
SHADYBROOK CONDOMINIUM PROJECT

<u>Unit</u> <u>Number</u>	<u>Percentage of Undivided</u> <u>Ownership Interest</u>
1	.86
2	.85
3	1.19
4	1.19
5	.85
6	.86
7	1.20
8	1.19
9	1.19
10	1.20
11	1.20
12	1.19
13	1.19
14	1.20
15	.86
16	.85
17	1.19
18	1.19
19	1.19
20	1.19
21	.85
22	.86
23	1.02
24	1.00
25	1.00
26	1.02
27	1.02
28	1.00
29	1.00
30	1.02
31	1.02
32	1.00
33	1.00
34	1.02
35	1.20
36	1.19
37	1.19
38	1.20
39	.86
40	.85

41	1.19
42	1.19
43	1.19
44	1.19
45	.85
46	.86
47	.86
48	.85
49	1.19
50	1.19
51	1.19
52	1.19
53	.85
54	.86
55	1.02
56	1.00
57	1.00
58	1.02
59	1.02
60	1.00
61	1.00
62	1.02
63	1.02
64	1.00
65	1.00
66	1.02
67	1.02
68	1.00
69	1.00
70	1.02
71	1.20
72	1.19
73	1.19
74	1.20
75	.86
76	.85
77	1.19
78	1.19
79	.85
80	.86
81	.86
82	.85
83	1.19
84	1.19
85	.85

86	.86
101	.77
102	.74
103	.77
104	.77
105	.74
106	.74
107	.77
111	.67
112	.67
113	.67
114	.67
115	.67
116	.67
117	.67
118	.67

EXHIBIT "B"

TO

DECLARATION OF CONDOMINIUM
OF THE SHADYBROOK CONDOMINIUM PROJECT
[An Expandable Condominium]

The "Tract" which is referred to in and affected by said Declaration is situated in Salt Lake County, State of Utah, and is described as follows:

Beginning at a point which is $589^{\circ}56'44''$ W 165.99 ft. and $N 0^{\circ}11'21''$ E 242.24 ft. from the Southeast Corner of Lot 8, Block 20, Ten Acre Plat 'A', B.F.S. and running thence $S 89^{\circ}56'44''$ W 432.38 ft.; thence $N 0^{\circ}11'40''$ E 139.04 ft.; thence $S 89^{\circ}55'33''$ W 166.533 ft. to the East Line of 700 East St.; thence $N 0^{\circ}11'40''$ E 60.00 ft. along said East Line; thence $N 89^{\circ}55'33''$ E 165.00 ft.; thence $N 0^{\circ}11'40''$ E 132.00 ft.; to the North Line of said Lot 8, Block 20; thence $N 89^{\circ}55'33''$ E 561.00 ft. along said North Line; thence $S 0^{\circ}11'21''$ W 66.00 ft.; thence $S 89^{\circ}55'33''$ W 141.00 ft.; thence $S 0^{\circ}11'21''$ W 132.95 ft.; thence $N 89^{\circ}55'33''$ E 13.683 ft.; thence $S 0^{\circ}11'21''$ W 132.24 ft. to the point of beginning. Contains 3.6708 Ac.

Subject to a 24.75 ft. Right-of-Way described as follows: Beginning at the N.W. Corner of Lot 8, Block 21, Ten Acre Plat 'A', B.F.S., and running thence $N 89^{\circ}55'33''$ E 495.00 ft.; thence $S 0^{\circ}11'40''$ W 24.75 ft.; thence $S 89^{\circ}55'33''$ W 495.00 ft.; thence $N 0^{\circ}11'40''$ E 24.75 ft. to the point of beginning.

Subject to all right-of-ways, easements and restrictions of record.

PARCEL NO. 1:

Beginning at a point which is $N 0^{\circ}11'21''$ E 156.86 ft. from the Southeast Corner of Lot 8, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence $S 89^{\circ}56'44''$ W 165.99 ft.; thence $N 0^{\circ}11'21''$ E 217.62 ft.; thence $N 89^{\circ}55'33''$ E 165.99 ft.; thence $S 0^{\circ}11'21''$ W 0.80 ft.; thence $N 89^{\circ}55'33''$ E 238.00 ft.; thence $S 0^{\circ}11'21''$ W 132.725 ft.; thence $N 89^{\circ}55'33''$ E 26.00 ft.; thence $N 0^{\circ}11'21''$ E 5.78 ft.; thence $N 89^{\circ}55'33''$ E 235.26 ft.; thence $S 0^{\circ}11'21''$ W 122.25 ft.; thence $S 89^{\circ}55'33''$ W 64.00 ft.; thence $S 0^{\circ}11'21''$ W 210.193 ft. to the Centerline of Scott Avenue; thence $S 89^{\circ}56'47''$ W 193.81 ft. along said Centerline; thence $N 0^{\circ}11'21''$ E 25.00 ft. to the North Line of said Scott Avenue; thence $N 41^{\circ}40'00''$ W 146.30 ft.; thence $N 34^{\circ}41'23''$ W 140.772 ft.; thence $S 89^{\circ}56'44''$ W 63.20 ft. to the point of beginning.

PARCEL NO. 2:

Commencing at the Southeast corner of Lot 8, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence North 156.86 feet; thence West 51 feet; thence South 247.61 feet; thence East 51 feet; thence North 90.75 feet to the point of beginning.

PARCEL NO. 3:

Commencing 51 feet West from the Southeast corner of Lot 8, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence North 156.86 feet; thence West 62 feet; thence South 247.095 feet, more or less, to the center of Scott Avenue; thence East 62 feet; thence North 90.235 feet, more or less, to the point of beginning.

PARCEL NO. 4:

Commencing 113 feet West from the Southeast corner of Lot 8, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence North 156.86 feet; thence West 52.99 feet; thence South 247.61 feet; thence East 52.99 feet; thence North 90.75 feet to the point of beginning.

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PARCEL NO. 5:

Commencing at a point 75.1 rods South and 543.01 feet East from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 50 feet; thence North 332.475 feet; thence West 62 feet; thence South 198.475 feet; thence East 12 feet; thence South 134 feet to the point of beginning.

PARCEL NO. 6:

Commencing at a point 75.1 rods South and 28 rods East from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 69.01 feet; thence North 20.15 rods; thence West 69.01 feet; thence South 20.15 rods to the point of beginning.

PARCEL NO. 7:

Commencing at a point 75.1 rods South and 28 rods East from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence North 20.15 rods; thence West 71.5 feet; thence South 20.15 rods; thence East 71.5 feet to the point of beginning.

PARCEL NO. 8:

Commencing South 906.675 feet and East 315.5 feet from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 172.975 feet; thence East 75 feet; thence North 172.975 feet; thence West 75 feet to the point of beginning.

PARCEL NO. 9:

Commencing South 881.2 feet from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 184.7 feet; thence East 231 feet; thence South 13.75 feet; thence East 84.5 feet; thence North 172.975 feet; thence West 150.5 feet; thence North 25.475 feet; thence West 165 feet to the point of beginning.

PARCEL NO. 10:

Commencing South 821.2 feet from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 60 feet; thence East 165 feet; thence North 60 feet; thence West 165 feet to the point of beginning.

PARCEL NO. 11:

Commencing South 192 feet from the Northwest corner of Lot 8, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 55 feet; thence East 10 rods; thence North 55 feet; thence West 10 rods to the point of beginning.

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PARCEL NO. 12:

Commencing at the Northwest corner of Lot 8, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 10 rods; thence South 8 rods; thence West 100 feet; thence North 15 feet; thence West 65 feet; thence North 117 feet to the point of beginning.

PARCEL NO. 13:

Commencing 16.65 rods South of the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 16.65 rods; thence East 30 rods; thence North 16.65 rods; thence West 30 rods to the point of beginning.

PARCEL NO. 14:

Commencing 46 rods East and 30 rods South of the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 4.8 rods; thence West 16 rods; thence North 4.8 rods; thence East 16 rods to the point of beginning.

PARCEL NO. 15:

Commencing 46 rods East and 38.8 rods South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 132.95 feet; thence West 174 feet; thence North 132.95 feet; thence East 174 feet to the point of beginning.

PARCEL NO. 16:

Commencing 2 rods East and 134.75 feet South from the Northwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence South 65 feet; thence East 165 feet; thence North 65 feet; thence West 165 feet to the point of beginning.

PARCEL NO. 17:

Commencing 208 feet East and 1.5 rods South from the Northwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey and running thence East 68 feet; thence South 175 feet; thence West 78 feet; thence North 65 feet; thence East 10 feet; thence North 110 feet to the point of beginning.

PARCEL NO. 18:

Commencing 276 feet East and 1.5 rods South from the Northwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 74 feet; thence South 301.95 feet; thence West 86 feet; thence South 5.75 feet; thence West 26 feet; thence North 132.725 feet; thence East 38 feet; thence North 175 feet to the point of beginning.

PARCEL NO. 19:

Commencing 350 feet East and 1.5 rods South from the Northwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey and running thence East 75 feet; thence South 18.3 rods; thence West 75 feet; thence North 18.3 rods to the point of beginning.

PARCEL NO. 20:

Commencing 425 feet East and 1.5 rods South from the Northwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 70 feet; thence South 18.3 rods; thence West 70 feet; thence North 18.3 rods to the point of beginning.

PARCEL NO. 21:

Commencing 92 rods East and 54.6 rods South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey and running thence North 55 feet; thence West 16 rods; thence South 55 feet; thence East 16 rods to the point of beginning.

PARCEL NO. 22:

Commencing 76 rods East and 54.8 rods South from the Northwest corner of Lot 9, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 8 rods; thence South 9 rods; thence West 8 rods; thence North 9 rods to the point of beginning.

PARCEL NO. 23:

Commencing 75.1 rods South and 76 rods East from the Northwest corner of Block 20, Ten Acre Plat 'A', Big Field Survey; and running thence West 64 feet; thence North 215 feet; thence East 64 feet; thence South 215 feet to the point of beginning.

PARCEL NO. 24:

Commencing 66 feet South and 70 feet East of the Southwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence North 215.75 feet; thence South 33°50' East 128.1 feet; thence South 41°40' East 146.5 feet; thence West 167.2 feet, more or less, to point of beginning.

PARCEL NO. 25:

Commencing 156.86 feet North of the Southwest corner of Lot 11, Block 20, Ten Acre Plat 'A', Big Field Survey, and running thence East 63.2 feet; thence South 33°50' East 8.2 feet; thence South 215.75 feet, more or less, to the North line of Scott Avenue; thence West 70 feet; thence North 222.86 feet to the point of beginning.

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