

5737173

AMENDED DECLARATION OF CONDOMINIUM  
FOR  
HARVEST LANE CONDOMINIUM PROPERTY  
(Covenants, Conditions & Restrictions)

This Amended Declaration of Condominiums hereinafter referred to as the Declaration is made and executed this 10 day of Feb. 1993 by the H.L. Homeowners Association *H.L.*

RECITALS

02/10/94 3:35 PM 5737173 60.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
NADENE GRAVES  
5710 S JORDAN CANAL RD  
SLC, UT 84118  
REC BY: S WEST DEPUTY

S West, Deputy

A. Description of Land

1. The Declarant is the Owner of the following land on which the Buildings of the Condominiums have been built:

(Type in description here) (single space)

B. Buildings and Improvements. The Property contains certain Buildings and other improvements as shown on the Record of Survey Map on file.....

C. Record of Survey Map. A new Record of Survey Map incorporating the additional acre acquired from the Resolution Trust Corporation and the strip acquired from Erickson will be recorded in the Office of the County Recorder of Salt Lake County, State of Utah, along with this Amended Declaration.

D. Intent and Purpose. The Declarant intends, by recording this Amended Declaration and the new Map, to submit the land, the Buildings, and all of their improvements situated in or upon the land to the provisions of the Utah Condominium Act, #57-8-1 et seq., Utah Code Ann. (1953), for the benefit of Condominiums in the Property and the Owners thereof.

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

ARTICLE I

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

BK 6871 PG 0313

- 1.1 "Association" - shall mean H.L. Homeowners Association (hereinafter "Association"), a Utah nonprofit corporation.
- 1.2 "Buildings" - shall refer to those structures that have been or will be constructed on the land as shown on the Map.
- 1.3 "Common Areas" - shall mean all physical portions of the Condominium Property, namely the real property and interest in real property which this Declaration submits to the terms of the Act, including the entirety of the tract of land, but excluding Individual Units.
- 1.4 "Common Facilities" - shall mean all equipment, and other property (real, personal or mixed) and interest therein at anytime held by the Association for the use and benefit of all Owners, including but not limited to outdoor lighting, fences, landscaping, sidewalks, open parking spaces and roads.
- 1.5 "Condominium" - shall mean a Unit and the undivided interest (expressed as a percentage of the entire Ownership interest) in the Common Areas and Facilities appurtenant to such Unit as set forth in Amended Exhibit "A" attached hereto.
- 1.6 "Condominium Act"/"Act" - shall mean the Utah Condominium Ownership Act and amendments thereto (57-8-1 et seq. Utah Code Ann.).
- 1.7 "Declarant" - shall mean H.L. Homeowners Association.
- 1.8 "Land" - shall mean the land in which and upon which the Property is situated as more particularly described in Paragraph A of the Recitals above.
- 1.9 "Limited Common Areas" - shall mean any Common Areas designated for exclusive use of the Owner or Owners of a particular Unit or Units.
- 1.10 "Majority" - shall mean the Owners of more than sixty-six and two thirds (66-2/3) percent, in the aggregate, in interest of the individual ownership of the Common Areas and Facilities.

- 1.11 "Management Committee" - shall mean and refer to the Committee or Governing Board, composed of the Trustees, having the responsibility and authority to oversee and enforce all of the approved rules covering the use, operation, and maintenance of the Property (see Bylaws).
- 1.12 "Map" - shall mean the Record of Survey Map for Harvest Lane Condominiums relating to the Property and recorded in the Office of the County Recorder of Salt Lake County, State of Utah.
- 1.13 "Owner" - shall mean the person or persons owning in fee simple a Condominium in the Property as such Ownership is shown by the Records of the County Recorder of Salt Lake County, State of Utah.
- 1.14 "Property" - shall mean the land, the Buildings and all improvements submitted by this Declaration to the provisions of the Condominium Act.
- 1.15 "Unit" - shall mean an individual air space Unit, consisting of the enclosed rooms and garage, and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of the air space, as said boundaries are shown on the map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on the interior surfaces shall be deemed a portion of the Unit. Cabinets, mechanical equipment and appurtenances located within any one Unit or located without said Unit, such as all appliances, including but not limited to microwave ovens, ranges, dishwashers and refrigerators, air purifiers, humidifiers, furnaces, water heaters and water softeners, electrical fixtures, receptacles and outlets, air conditioners, air coolers, and other cooling apparatus, garage door openers, fixtures and the like, shall be considered part of the Unit.

## ARTICLE II

### NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

- 2.1 Status and Title of Individual Units - Each Unit, together with its undivided interest in the Common Areas and Facilities, shall, for all purposes,

constitute real property and may be individually conveyed, leased and encumbered as if it were sole and entirely independent of all other Units.

- 2.2 Ownership of Common Areas - The undivided interest in the Common Areas appurtenant to each Unit in the Property shall be as set forth in Exhibit "A" attached hereto, and shall have a permanent character and shall not be altered without the unanimous, written and/or verbal consent of all Owners, except in the event of an expansion of the Property, in which case the percentage of Ownership of the Common Area will be altered to give equal Ownership to each of the total Units in the Property. Unless otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners, and is not contrary to any applicable rules or regulations promulgated by the Management Committee or the Association.
- 2.3 Inseparability - Title to no part or fraction of a Condominium in the Property may be separated from any other part or fraction thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Any disposition of a Condominium shall be construed to include the entire Condominium with all appurtenant rights created by law and this Declaration, including without limitation, appurtenant membership in the Association.
- 2.4 Separate Taxation - Each Condominium within the Property shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or any political subdivision or any special improvement district or other taxing or assessing authority. For the purposes of such assessment, the evaluation of the Common Areas shall be apportioned among the Units

in proportion to the undivided interest in the Common Areas appurtenant to such Units.

- 2.5 Mechanic's Liens - No labor performed or material furnished in connection with any Unit with the consent or at the request of an Owner or his/her agent or contractor shall create a right to file a statement of mechanic's lien against the Unit of any other Owner or against any interest in the Common Areas, except the undivided interest in the Common Areas appurtenant to the Unit of the Owner for whom such labor or materials shall have been performed or furnished.
- 2.6 Interior Units - Each Owner shall have the exclusive right to paint, or otherwise decorate the interior surfaces of the walls, ceilings and floors included in his/her Unit. Each Owner shall also have the right to construct and install additional walls, fixtures and improvements within the boundaries of his/her Unit, provided, however, that such installations shall comply with all applicable laws, ordinances and Building codes, and shall not interfere with the Facilities necessary for the support, use or enjoyment of any other part of the Property, nor impair the structure, soundness or integrity of the Buildings.
- 2.7 Maintenance of the Units - Each Owner shall keep the interior of his/her Unit, in clean and sanitary condition and in good repair. In the event that any Unit shall be in an unsanitary or unclean condition or fall into a state of disrepair, and the Owner of such Unit shall fail to correct such condition within fifteen (15) days of written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Association for trespass or otherwise, to enter said Unit and correct or eliminate such condition; provided, however, that the Association shall in no event have any obligation to correct or eliminate any such condition or state of repair.

**ARTICLE III**

**USE OF CONDOMINIUMS**

- 3.1** Residential Use - Each Unit in the Property shall be used exclusively as a private residence and shall be restricted to such use. No Unit may be used for transient or hotel purposes. No Unit shall be used for any business, industrial or commercial purpose.
1. Owners may rent or lease their Units for residential use, provided that such leases or rental agreements shall provide for not less than thirty (30) days of continuous occupancy by the tenant.
- 3.2** Limit of Occupants - The number of permanent residents of any Unit shall be limited to twice the number of bedrooms in such Unit.
- 3.3** Rules and Regulations - All Unit Owners, tenants of Owners, employees of Owners and tenants, or any other person(s) who may in any manner use the Property or any part thereof, shall comply strictly with all rules and regulations adopted by the Association or the Management Committee for the government of the Property, as such rules and regulations may, from time to time, be modified, amended and construed. Failure to comply shall be grounds for an action to enforce compliance and to recover costs involved therein.

**ARTICLE IV**

**GENERAL RESTRICTIONS**

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

- 4.2 Restriction on Signs - No signs, or advertising devices of any nature, including, without limitation, commercial political, informational, or directional signs or devices shall be erected or maintained on any part of the Property, without the prior inspection and written approval of the Management Committee (except as may be necessary temporarily to caution or warn of danger).
- 4.3 Restriction of Window Coverings - All window coverings visible from the outside of a Unit must be of a white or neutral color. No treatment of exterior windows (including veneer or finish, etc.) shall be permitted without written approval of the Management Committee.
- 4.4 No Alterations - No Owner shall, without prior written consent of a sixty-six and two-thirds (66-2/3) percent affirmative vote of the Unit Owners, in each specific instance, make or cause to be made any alteration, addition or improvement to the exterior of any Unit, or do any act which would impair the structural soundness or integrity of the Buildings or jeopardize the safety of persons or property, or impair any easement appurtenant to the Property or cause liability to the H.L. Homeowners Association. No alterations of any kind may be made to any part of the Common Area or Limited Common Areas without the unanimous approval of all Unit Owners.
- 4.5 No Damage or Dangerous Activities - Nothing shall be done or kept in any Unit, Limited Common Area, in the Common Areas, or any other part of the Property which would result in cancellation of the insurance or an increase in insurance rates on the Property or any part thereof. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or guest of any such Owner, and each Owner shall indemnify and hold harmless, the Association and all other Owners from and against all losses resulting from such damage or waste caused by such Owner, or his/her guests, tenants, licensees or invitees.

- 4.6 Construction Period Exemption - During the course of the actual construction of any permitted structures or improvements within the Property, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction.
- 4.7 Patios - No patios may be changed in perimeter size or shape without a unanimous vote of the Unit Owners. Those patios changed in perimeter size or shape prior to this Declaration may remain as defined by their respective fences and/or walls. Any patio decks constructed prior to this Declaration may also remain as built; however, any damage or problem caused around, under, or as a result of the decks must be corrected and paid for by the subject Unit Owner. No permanent roof, walls or other enclosure may be built on or within a patio area without a sixty-six and two-thirds (66-2/3) percent affirmative vote of all H.L. Homeowners Association members as all patios affect the whole Property and are a part of the Limited Common Areas as defined by the Utah Code.
- 4.8 Trees - As all trees are part of either the Common Areas or Limited Common Areas there shall be no placement of additional trees without authorization of the Management Committee or H. L. Homeowners Association by vote. Trees previously planted by Unit Owners are the responsibility of that Unit Owner and if those trees become a hazard, nuisance or danger to fences or walks it will be the Unit Owner's responsibility to pay for damages and the removal of the subject trees.
- 4.9 Recreational Vehicles - No recreational vehicles, including but not limited to motor homes, boats, travel trailers, etc., are to be kept on the Property. However, a reasonable time of twenty-four (24) hours or less is allowed for Unit Owners to load or unload their recreational vehicles.



**ARTICLE V**  
**EASEMENTS**

- 5.1 Easements for Maintenance, Cleaning and Repair - The Management Committee shall have the irrevocable right to have access to each Unit and to all Common Areas during such reasonable hours as may be necessary for the maintenance, cleaning, or for the making of emergency repairs at any time therein necessary to prevent damages to any Unit or the Common Areas. Such entry shall be made with as little inconvenience to the Owners as practicable.
- 5.2 Right to Ingress, Egress and Support - Each Owner shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Unit, and to any limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical and lateral support of each Unit.
- 5.3 Management Committee's Right to Use Common Areas - The Management Committee shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

**ARTICLE VI**  
**THE ASSOCIATION**

- 6.1 Membership - Each Owner shall be entitled to and be required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically when ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership pertinent to such Condominium shall be shared by all persons in the same type of tenancy as title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him/her. Each membership shall be appurtenant to the Condominium

to which it relates and shall be transferred automatically by conveyance of that Condominium. No person or entity other than an Owner may be a member of the Association and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

- 6.2 Votes - The number of votes appurtenant to each respective Condominium and membership shall be one vote for each Unit. If and when additional Units are added to the Condominium Property, through the expandability provisions of this Declaration, each new Unit shall also have one vote.
- 6.3 Bylaws - The bylaws of the Association shall be in the form of Exhibit "B" attached hereto.

**ARTICLE VII**  
**ASSESSMENTS**

- 7.1 Agreement to Pay Assessments - Each Owner of any Condominium by the acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay all assessments made by the Association or the Management Committee for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article.
- 7.2 Annual Assessments - Shall be computed by the Association against all Condominiums in the Property and shall be paid monthly as set forth in "D" below.
- A. **COMMON EXPENSE** - Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and/or furnishing utility services and other items common

to the Units. Such estimated expenses may include, among other things: special assessments; insurance premiums; repairs and maintenance; utility charges; legal and accounting fees; reasonable contingency reserves; and other expenses and liabilities which may be incurred by the Association or the Committee for the benefit of the Owners.

- B. APPORTIONMENTS** - Expenses of the annual assessments shall be apportioned and assessed to the Owners equally. In the event that during a calendar year additional assessable Units are added through the expansion provisions of this Declaration, then such Units shall be assessed on a prorated basis for the rest of the calendar year based upon the percentage of the calendar year remaining at the time the Units are conveyed to their Owners and become assessable.
- C. ANNUAL BUDGET** - The Management Committee, assisted by the Auditing and Maintenance Committees, shall prepare a proposed budget for the upcoming calendar year, to be provided to each Owner prior to the annual meeting, and to be approved, with any amendments, at the annual meeting. The approved budget shall serve as the supporting document for the annual/monthly assessment for the upcoming calendar year and as the major guideline under which the Property shall be operated for the subject year.
- D. PAYMENTS** - The Management Committee shall notify all Owners as to the amount of the annual/monthly assessment after approval of the budget at the annual meeting and at least thirty (30) days before the beginning of the upcoming calendar year. The monthly assessment is due and payable by the first day of each month. Any payments made after the 15th day of the month are subject to a \$5.00 late fee and any payment that is over thirty

(30) days late is subject to a one and one-half percent interest charge from the due date and until paid. Failure of the Committee to give timely notice of the agreed-upon assessment shall not be deemed a waiver or modification or a release of any Owner from the obligation of such assessment.

7.3 Special Assessments - In addition to the annual/monthly assessments authorized by this Article, the Association may, at any time, levy special assessments, payable over such periods as the Association may determine for the purpose of defraying, in whole or part, the cost of any proper expenditure; provided, however, that such special assessment must be approved by Owners holding at least sixty-six and two-thirds (66-2/3) percent of the total votes of the Association. Any amounts assessed pursuant hereto shall be apportioned among the Owners in accordance with the proportions established by Exhibit "A" hereof. Notice in writing of the amount of each special assessment and the time for payment thereof shall be given promptly to the Owners. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half (1-1/2) percent per month from the date said amounts became due.

7.4 Lien for Assessments - All unpaid sums assessed to the Owners of any Condominium in the Property, pursuant to the provisions of this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association or Management Committee, in behalf of the Association, may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Condominium, and a description of the Condominium. Such notice shall be signed and acknowledged by a duly authorized officer of the Association, and may be recorded in the Office of the

County Recorder of Salt Lake County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in payment of the assessment.

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

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

**7.5** Personal Obligation of Owner - The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover money or judgment for such personal obligation, shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use or enjoyment of any of the Common Areas or by abandonment of its Condominium, or by waiving any service provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the

costs and expenses incurred by the Association in connection therewith, including reasonable attorney's fees.

**7.6** Statement of Account - Upon payment of a reasonable fee not to exceed ten dollars (\$10.00), and upon written request of any Owner, mortgagee, prospective mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Condominium; the amount of the current annual assessment and the date or dates upon which installments thereof become due; the amount of any current special assessment on the date or dates upon which the same or portions thereof become due; and any credit for advance payments or prepaid items, including, without limitation, the Owner's share of prepaid insurance premiums. Such statement shall be binding upon the Association in favor of the persons who rely thereon in good faith.

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

**7.8** Amendment of Article - This Article shall not be amended unless sixty-six and two-thirds (66-2/3) percent of the Owners of all Condominiums in the Property consent and agree to such amendment in a duly recorded instrument.

**ARTICLE VIII**  
**INSURANCE**

**8.1** Insurance - The Association shall obtain and keep in full force and effect those insurance coverages described in this Article. Insurance coverage shall be secured from companies licensed to do business in the State of Utah, with a rating of "A" or better from Bests Insurance Report. Each policy of insurance obtained by the Association shall, if possible, include: (a) a standard mortgagee clause commonly accepted by private institutional mortgage investors in the area; (b) a waiver of the insurer's subrogation rights with respect to the Association, the Management Committee and the Unit Owners and their respective servants, agents and guests; (c) a provision that the insurance cannot be cancelled, suspended or invalidated due to the conduct of any particular Unit Owner or Owners; (d) a provision that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners; (e) that a mortgagee endorsement clause providing that there shall not be less than ten (10) days' notice of reduction or cancellation relating to any of the policies.

Premiums on the Association insurance shall be common expenses.

**8.2** Owner's Individual Insurance - Any Unit Owner may obtain additional insurance at his/her own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association. The Association shall not insure the Unit Owners' personal property maintained at the Property or their Units (e.g., wall coverings, floor coverings, fixtures, etc.). The Unit Owner shall insure his/her Unit, as described/defined in Article I (1.15), for all internal betterments and improvements and personal property.

**8.3** Fire and Casualty Insurance - The Association shall obtain and maintain fire and casualty insurance on the Property in an amount not less than

one hundred percent (100%) of the Property value, based upon replacement cost. Each such policy shall contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of the mortgagees, as their interest may appear.

- 8.4** Public Liability and Property Damage Insurance - The Association shall obtain at least a broad form of comprehensive liability insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury and/or property damage insuring the Association, the Committee, and their employees and agents, and the Unit Owners against any liability incident to the Ownership, use or operation of the Common Areas and public ways of the Property, or of any Unit, which may arise among themselves, to the public, or to any invitees or others. Such insurance shall contain a severability of interest endorsement which shall preclude the insurer from denying the claims of an insured, arising out of the negligent acts of another insured under the policy.
- 8.5** Fidelity Insurance or Bond - The Association shall purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or bonds to protect against dishonesty of the Management Committee, or employees thereof, destruction or disappearance of money or securities and forgery.
- 8.6** Adjustment - Authority to adjust losses under the policies provided for in this Article shall be vested in the Management Committee.
- 8.7** Additional Coverage - The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required herein.



## ARTICLE IX

### DAMAGE OR DESTRUCTION

- 9.1 Procedures - In the event any part of the Property is damaged or destroyed, the Management Committee shall proceed as follows:
- A. **ESTIMATE OF COSTS** - As soon as practicable after an event causing damage or destruction to any part of the Property, the Committee shall obtain complete and reliable estimates of the costs of repair and reconstruction of that part of the Property damaged or destroyed.
  - B. **SUFFICIENT INSURANCE** - If the proceeds of the insurance maintained by the Association exceed or equal the estimated cost of repair to reconstruct the damaged or destroyed part of the Property, then such repair and reconstruction shall be carried out.
  - C. **INSUFFICIENT INSURANCE** - If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Property, and if less than seventy-five (75) percent of the value of the Property was lost as a result of the destruction or damage, then such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide the funds to pay the difference between the actual costs of such repair and reconstruction and the insurance proceeds. Such special assessment shall be allocated and collected as provided in Article VII hereof.
  - D. **SEVENTY-FIVE PERCENT OR MORE DESTRUCTION AND INSUFFICIENT INSURANCE** - If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Property, and if more than seventy-five (75) percent of the value of the Property has been lost due to the destruction or damage,

then such damage or destruction shall be repaired and reconstructed only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by an affirmative vote of at least seventy-five (75) percent of the total votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not so vote, then the Management Committee shall record in the Office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the provisions of Section 57-8-31, Utah Code Ann. (1953) shall apply and shall govern the rights of all parties having interest in the Property or any of the Units.

#### **ARTICLE X**

##### **PROPERTY TAKEN BY EMINENT DOMAIN**

- 10.1** If any portion of the Common Areas and Facilities is taken by eminent domain, the award for it shall be allocated to the Unit Owners in proportion to their respective undivided interests in the Common Areas and Facilities.
- 10.2** If any Units are taken by eminent domain, the undivided interest in the Common Areas and Facilities appertaining to these Units shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Areas and Facilities. The court shall enter a decree reflecting the reallocation of undivided interests so produced, and the award shall include, without limitation, just compensation to the Unit Owner of any Unit taken for his/her undivided interest in the Common Areas and Facilities as well as for his/her Unit.
- 10.3** If portions of any Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken, and the undivided interest in the Common Areas and Facilities appertaining to any such Units shall be reduced, in the case of each Unit, in

proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Areas and Facilities thus divested from the Unit Owners of these Units shall be reallocated among these Units and the other Units in the Condominium Property in proportion to their respective undivided interests in the Common Areas and Facilities, with any Units partially taken participating in the reallocation on the basis of their undivided interests as reduced in accordance with the preceding sentence. The court shall enter a decree reflecting the reallocation of undivided interests produced by this, and the award shall include, without limitation, just compensation to the Unit Owner of any Unit partially taken for that portion of his/her undivided interest in the Common Areas and Facilities divested from him/her by operation of the first sentence of this Subsection, and not revested in him/her by operation of the following sentence, as well as for that portion of his/her Unit taken by eminent domain.

The court shall enter a decree reflecting the reallocation of undivided interests produced by this, and the award shall include, without limitation, just compensation to the Unit Owner of any Unit partially taken for that portion of his/her undivided interest in the Common Areas and Facilities divested from him/her and also not revested in him/her under this Subsection, as well as for that portion of his/her Unit taken by eminent domain.

If, however, the taking of a portion of any Unit makes it impractical to use the remaining portion of that Unit for any lawful purpose permitted by the Declaration, then the entire undivided interest in the Common Areas and Facilities appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interest in the Common Areas and Facilities, and the remaining portion of that Unit shall thenceforth be a Common Area and facility. The court shall enter a decree reflecting the reallocation of undivided interests

produced by this, and the award shall include, without limitation, just compensation to the Unit Owner of the Unit for his/her entire undivided interest in the Common Areas and Facilities and for his/her entire Unit.

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

#### ARTICLE XI

##### AMENDMENT

- 11.1 Procedure for Amendment - Except as provided below, amendment of this Declaration may only be made by an affirmative vote of sixty-six and two-thirds (66-2/3) percent of the voting rights of the Association. Any amendment so authorized shall be accomplished through recordation of an instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this paragraph or amendment has occurred.

#### ARTICLE XII

##### MISCELLANEOUS PROVISIONS

- 12.1 Intent and Purpose - The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of a fee simple residential Condominium Property. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration shall not operate as a waiver thereof.
- 12.2 Conformance with Laws - This Declaration shall be governed and construed in accordance with the laws of the State of Utah and the Utah Condominium Ownership Act. The provisions hereof shall be supplemental to the provisions of the Act and all other provisions applicable by law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall

include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include any individual, partnership, corporation, trust, or other entity or combination thereof.

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

**12.3** Notices and Registration of Mailing Address - Each Owner shall register, from time to time, with the Association his/her current mailing address. All notices, demands and other communications to any Owner, as provided in this Declaration, shall be in writing and shall be sufficient for all purposes if sent by first-class United States Mail, postage prepaid, addressed to the Owner at his/her registered mailing address, or, if no address has been registered, the Unit of such Owner. All demands, notices and other communications to the Association provided for in this Declaration shall be in writing, and shall be sufficient for all purposes if sent by first-class United States Mail, postage prepaid, addressed to the H.L. Homeowners Association, P.O. Box 1224, Sandy, Utah 94091-1224, or to such other address as the Association may hereafter designate by notices to the Owners herein. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when deposited in the United States Mail, postage prepaid, in the form provided for in this section.

**12.4** Audit or Inspection of Books - Any Owner may, at reasonable time upon appointment, and at his/her expense, cause an audit or inspection to be made of the books and records maintained by the Association. The

Association shall provide a current statement of account to all Unit Owners/Association Members on a semiannual basis.

- 12.5** Effective Date - This Amended Declaration shall take effect upon the date approved by a sixty-six and two-thirds (66-2/3) affirmative vote of the Association. It will subsequently be recorded in the Office of the County Recorder of Salt Lake County, State of Utah.
- 12.6** Agent for Service - The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the President of the Association and his/her address, as shown on the official corporate records maintained in the Office of the Lieutenant Governor Secretary of State, State of Utah.
- 12.7** Limitation on the Association and Management Committee's Liability - The Association and Management Committee shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by another Owner or person in or upon the Property, or resulting from electricity, water, rain, snow or ice which may leak or flow from the outside, or from any parts of the Buildings, or their drains, pipes, conduits, appliances or equipment, or from any other place. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to or maintaining the Property or any part thereof, or from any action taken to comply with the provisions of this Declaration, or with the laws, ordinances, regulations, rules, or orders of any governmental authority.
- 12.8** Obligations - All obligations of an Owner under or by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing or selling under contract, his/her Condominium.

- 12.9 Covenants to Run with Land - This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes as the case may be and shall be binding upon and inure to the benefit of Declarant and all parties who acquire any interest in an individual Unit or in the Property and their respective mortgagees, transferees, heirs, devisees, personal representatives, successors and assigns.
- 12.10 Information Regarding Transferee of Unit - Any Unit Owner who sells or leases or otherwise disposes of his/her Unit, shall submit to the Committee, in writing, pertinent information concerning the transfer, and the transferee or new occupant within one week of any such transfer.
- 12.11 Indemnification of Management Committee - Each member of the Management Committee of the Association shall be indemnified and held harmless by the Association against all costs, expenses and fees reasonably incurred by him/her in connection with any proceeding which he/she became involved in by reason of his/her being, or having been, a member of said Committee, except in the case of intentional and knowing malfeasance.

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

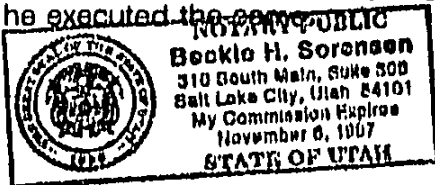
DECLARANT:

H.L. Homeowners Association  
a Utah Non-Profit Corporation

  
Quinten Hunsaker

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

On this 10 February day of ~~September~~ 1994, personally appeared before me Quinten Hunsaker, the signer of the foregoing ~~Declaration~~ who duly acknowledged to me that he executed the same.



  
NOTARY PUBLIC

My Commission Expires:  
11/6/97

Residing at: Zions Bank