

505 West 1st Bldg.
84401

1342

586369

BOOK 1015 PAGE 150

FILED AND RECORDED FOR
Wale C. Stratford
JAN 25 PM 3 23

Indexed
Abstracted
Penc

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BRIARWOOD CONDOMINIUM PROJECT

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
Ruth Eames Olsen

This Declaration of Covenants, Conditions and Restrictions hereinafter called declaration is made and executed in Weber County, State of Utah this 26th day of January, 1973 by LOEL W. DEAN and KATHLEEN C. DEAN, hereinafter called Declarants, pursuant to the provisions of the Utah Condominium Ownership Act.

W I T N E S S E I H :

WHEREAS, Declarants are the owners of certain real property located in the vicinity of 1358 Millcreek Drive, Ogden City, Weber County, State of Utah, and more particularly described as follows:

12-142-0001-70 0.116
13-143-0001-70 0.116
13-144-0001-70 0.116

A part of the West half of Section 22, T6N, R1W, SLB&M U. S. Survey. Beginning at a point which is East 982.45 feet and South 552.08 feet from the northwest corner of the said southwest quarter section, said point being in the northwest corner of the intersection of Tyler Avenue and 15th Street; running thence three courses along the West line of Tyler Avenue as follows: South 4°53'49" West 336.72 feet southerly along the arc of 142.61 foot radius curve to the right, 99.82 feet (L.C. bears South 24°56'55" West 97.79 feet), and South 45°00' West 1.54 feet to the North line of 16th Street; thence Westerly along the arc of a 293.81 foot radius curve to the left 163.41 feet (L.C. bears North 66°46'05" W. 161.05 feet), to the East line of Harrison Blvd.; thence four courses along said East line of Harrison Blvd. as follows: Northerly along the arc of a 5789.58 foot radius curve to the left 444 feet (L.C. bears North 5°56'51" East 443.89 feet), North 2°38' East 106.73 feet, North 5°33'10" East 286.34 feet and North 2°33' East 45.00 feet to the South line of Canyon Road; thence three courses along said South line as follows: North 61°54' East 165.50 feet, Easterly along the arc of a 2944.79 foot radius curve to the left 541.48 feet (L.C. bears S. 61°23'43" East 540.72 feet) and South 69° 29'50" East 242.89 feet to the West line of Mountain Road; thence two courses along said West line as follows: South 17°47'58" West 180.00 feet and Southerly along the arc of a 515.78 foot radius curve to the left 81.23 feet to the North line of 15th Street; thence West 636.08 feet along said North line to the point of beginning. Contains 10.15 acres.

and

WHEREAS, Declarants are the owners of certain townhouse buildings and certain other improvements heretofore constructed or hereafter to be constructed upon said premises and it is the desire and intention of the Declarants to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved, to be kept and observed pursuant to the terms

and provisions of the Utah Condominium Ownership Act (Title 57 Chapter 8, U.C.A. 1953); and

WHEREAS, Declarants desire and intend by the filing of this Declaration together with the requisite map of said project to submit the above described property and townhouse buildings and other improvements constructed thereon together with all appurtenances thereto to the provisions of the aforesaid act as a condominium project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof.

NOW, THEREFORE, the Declarants do hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following conditions, covenants and restrictions, uses, limitations and obligations all of which are declared and agreed to be in the furtherance of a plan for the improvement of said property and the division thereof into condominiums and shall be deemed to run with the land and shall be a burden and a benefit to the Declarants, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions. Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore;

a. Declarants shall mean, Loel W. Dean and Kathleen C. Dean, who have made and executed this Declaration.

b. Declaration shall mean this instrument by which the Briarwood Condominium project is established as provided for under the Utah Condominium Ownership Act.

c. Project shall mean the entire parcel of real property referred to in this Declaration to be divided into Condominiums including all structures thereon.

d. Map shall mean the record of survey map of Briarwood Condominiums as set forth herein together with any additional phases of said document and/or map.

e. Unit shall mean elements of a condominium which are not owned in common with the owners of other condominiums in the project as shown on the map. The Boundary lines of each unit are the interior surfaces

of its perimeter walls, bearing walls, lower level floors, upper level ceilings, windows and window frames, doors and door frames and trim and include both the portions of the building so described and the air space so encompassed.

f. Common area shall mean all land and all portions of the property not located within any unit and also includes, but not by way of limitation, roofs, foundations, pipes, ducts, flues, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders to the interior surfaces thereof regardless of locations, greens, gardens, balconies, except those by which access can be obtained only through ingress and egress of a particular unit, patios, carports, garbage and equipment storage sheds, service streets and parking areas, recreational facilities, all installations of power, lights, gas, hot and cold water and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

g. Condominiums shall mean the entire estate in the real property owned by an owner consisting of an undivided interest in the common area and ownership of a separate interest in a unit.

h. Owner shall mean any person with interest in a condominium in the project.

i. Management Committee shall mean the governing body of the project elected pursuant to this Declaration and By-Laws hereto attached.

j. Manager, shall mean the person or firm designated by the Management Committee to manage the affairs of the project.

k. Mortgage shall mean a Deed of Trust as well as a Mortgage.

l. Mortgagee shall mean a beneficiary under or holder of a Deed of Trust as well as a Mortgage.

m. Record means to file of record with the office of the County Recorder of Weber County, State of Utah.

n. Condominium Act shall mean the Utah State Condominium Ownership Act (Title 57, Chapter 8, U.C.A. 1953).

o. Person, a legal entity as well as a natural person.

2. The project is submitted to provisions of the Condominium Act to be known as "Briarwood Condominiums."

3. Description of Buildings. The project consists of 138 apartment units of a townhouse type construction, each of two stories, seven of said buildings containing four apartments each and five of said buildings containing

six apartment units each and ten of said buildings containing eight apartment units each for a total of 138 units. Said buildings are or shall be constructed of steel, concrete, masonry and wood.

4. The apartment unit number of each unit together with its location, approximate areas and number of rooms is as indicated on the attached Exhibit marked "A", which by this reference is made a part hereof.

5. Common areas and facilities. The common areas and facilities of the project shall be and are, all the land and roofs, foundations, pipes, ducts, flues, shuts, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders to the interior surfaces thereof, greens, gardens, service streets, parking areas, recreational areas, swimming pools, wash rooms, all installations of power, lights, gas and water, common television antenna and those common areas and facilities designated as such on the map excepting however, heating units, air conditioning units, air conditioning equipment, water heaters, gas lamps, individual gas lines from laterals serving ranges, water heaters, furnaces and barbeques, when said excepted items are part of the apartment unit which they appertain to.

6. Limited Common areas and facilities. The limited common areas and facilities of the project shall be and are the patios, carports and storage rooms which are hereby set aside and reserved for the use of the respective apartment units to which they are attached and/or appurtenant, and as designated on the map to the exclusion of all other apartments, such patios, carports and storage rooms shall be assigned by the Management Committee.

7. Apartment Units. The apartment units sometimes called units and sometimes called apartments are as designated on the map and are the elements of the condominium of which are not owned in common with the owners of the other units. The Boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, basement floors, top story ceilings, windows and window frames, door and door frames and trim and include the portion of the buildings so described and the air space so encumbered and includes the individual heating units, air conditioning units, air conditioning equipment, water heaters, individual gas lines from the laterals serving ranges, water heaters, furnaces.

8. Exhibit "B" attached hereto and by this reference made a part hereof reflects the value of each apartment and the total value of all of the apartments. Said valuation is based upon a current appraisal of said apartments and/or units and the appraised value of such units shall fluctuate depending upon the then appraised value of said units. Provided, however, that the total space and percentage of total space shall not vary. The value of the property as defined by the Utah Condominium Ownership Act is \$2,901,750.00 upon the recordation of the plat and map of the Condominium project, the percentage of ownership in the common areas and facilities shall be fixed.

9. The buildings and units herein are intended and restricted for the use of single family residences.

10. Voting-common expenses. Upon recordation of the map, the percentage of ownership in the common areas and facilities shall be fixed for all purposes, including voting. At any meeting of the owners, such owners, including declarants shall be entitled to cast a number of votes in relation to their proportionate valuation as shown in Exhibit "B" and attached hereto. Any owner may attend and vote at such meeting in person or by an agent duly appointed by an instrument in writing signed by the owner and filed with the Management Committee or the Manager, any designation of an agent to act for an owner may be revoked at any time by written notice to the Management Committee or Manager, and shall be deemed revoked when the Management Committee or the Manager shall receive actual notice of the death, or judicially declared incompetency of such owner or of the conveyance of such owner of his condominium. Where there is more than one record owner, any or all of such persons may attend any meeting of the owner, but it shall be necessary for those present to act unanimously in order to cast their votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarants shall be entitled to vote with respect to any condominiums owned by the Declarants herein.

In the event that a notice of default is recorded by any Mortgagee who holds a mortgage which is a first lien on a condominium against the owner of the condominium covered by the mortgage, then and in that event, and until the default is cured, the right of the owner of such condominium to vote, shall be transferred to the Mortgagee recording the notice of default.

11. The person who receives service of process in the cases contemplated by this Act is:

NAME: LOEL W. DEAN
RESIDENCE: 4143 Lakeview Drive, Ogden, Utah
BUSINESS ADDRESS: 3725 Washington Blvd., Ogden, Utah

12. Whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property shall be determined by the approval and consent of unit owners representing not less than 3/4 of the votes in accordance with the percentage assigned herein at any regular meeting of the owners or at a special meeting called for such purposes.

13. In the event any portion of the common areas and facilities encroaches upon any of the units, a valid easement shall exist for such encroachment and for the maintenance of the same, so long as such encroachment exists. In the event the Condominium project is partially or totally destroyed and then rebuilt, minor encroachments shall be permitted as required upon the apartments and units and easements for such encroachments and for the maintenance of them shall exist for such periods of time as may reasonably be required for the reconstruction and repair of said premises.

14. The unit owners and/or apartment owners shall have the right to amend this Declaration and/or the record of survey map upon the approval and consent of unit owners by a vote of 75% of the total authorized votes. Which consent and approval shall be duly executed and recorded instruments.

15. Meetings. The presence at any meeting of owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum may adjourn the meeting to a later date and give notice thereof to all owners in accordance with the provisions of paragraph 15(b) hereof, and at that meeting, the presence of owners holding in excess of 30% of the total votes shall constitute a quorum for the transaction of business, but in the event a quorum is not present at that meeting, the owners present, though less than a quorum, may give notice to all of the owners in accordance with paragraph 15(b) of an adjourned meeting. At that meeting, whatever owners are present shall constitute a quorum unless otherwise expressly provided in this Declaration. Any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the voting power of the owners present and voting providing that a quorum is present as provided above.

(a) Annual Meeting. There shall be a meeting of the owners on the 1st Monday of June of each year at 8:00 p.m. upon the common area or at such reasonable place or time (not more than 60 days before or after such date) as may be designated by a written notice of the Management Committee delivered to the owners not less than ten (10) days prior to the date fixed for said meetings. At the annual meeting the Management Committee shall be present and shall present an audit of the common expenses itemizing receipts and disbursements of the preceding calendar year and allocating therefor to each owner and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the owners not present at said meeting.

(b) Special Meetings. Special Meetings of the owners may be called at any time for the purpose of considering matters which by the terms of this declaration require the approval of all or some of the owners or for any other reasonable purpose, said meetings shall be called by written notice, signed by a majority of the Management Committee or by the owners having 1/3 of the total vote and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting and the matters to be considered thereat.

(c) Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If deliveries made by mail, it shall be deemed to have been delivered 24 hours after copy of the same has been deposited in the U. S. Mail, Postage prepaid, addressed to each such person at the address given by such person to the Management Committee or Manager for the purpose of service of such notice or to the unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Management Committee or the Manager.

16. The Administration of the property shall be governed by the following By-Laws:

ARTICLE I. Management Committee.

Section 1. General responsibility. The business and property comprising the Briarwood Condominium project (present and future) shall be managed by a Management Committee consisting of five (5) persons

who have the ownership in units in said project to be selected by the unit owners as hereinafter provided. Such committeemen shall serve for a three year term. Such Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by law; This Declaration and/or any amendments subsequently filed thereto. Provided, however, that the Management Committee may engage the services of a Manager and fix and pay a reasonable fee or compensation therefor. When the first Management Committee is selected one committeeman shall be elected for one year, two for a two year term and two for a three year term. At each election thereafter, said committeemen shall serve for a full three year term.

Section 2. Operation and Maintenance. The Committee shall be responsible for the control operation and management of the project in accordance with the provisions of the Utah Condominium Ownership Act. This Declaration and such administrative Management and operational rules and regulations as the committee may adopt from time to time as herein provided and all agreements and determinations lawfully made and entered into by the committee. The Committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appertinent thereto.

Section 3. Committee - Vacancies. In case any vacancy in the Management Committee, the remaining members thereof may elect a successor to hold office until the next meeting of the unit owners.

Section 4. Officers. The Management Committee shall appoint or elect among its members, a Chairman, Vice-Chairman, Secretary and a Treasurer who shall hold office at the pleasure of the Committee. The Chairman of the Committee and/or in his absence, the Vice-Chairman shall preside at all meetings of the Committee. At all meetings of the unit owners, the Secretary shall take and keep minutes of all meetings. The Secretary shall perform such other services as the committee may impose upon him and shall receive such compensation as the committee may fix or approve. The Treasurer shall have the custody and control of the funds of the committee, subject to the action of the committee, and shall when requested by the Chairman, report the state of the finances of the committee at each annual meeting of the unit owners. At any meeting of the committee,

the Treasurer shall perform such services as the committee may require of that individual and shall receive compensation as the committee may fix or approve. The Treasurer shall be bonded as required by the Management Committee. Said bonding fee to be a lawful charge against the funds of the Management Committee. The committee may, in its discretion, provide such accounting services as they deem necessary.

Section 5. Regular Meetings. A regular meeting of the Committee shall be held after the adjournment of each annual meeting of the unit owners at a place which the committee shall determine. Regular meetings, other than the Annual Meeting shall be held at regular intervals and at such places and at such times as the Committee may from time to time by resolution provide. No special notice need be given of a regular meeting of the committee.

Section 6. Special Meetings. A special Meeting shall be held whenever called by the Chairman, Vice Chairman or by a majority of the committee, either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting. Provided, however, that by unanimous consent of the Committee, Special meetings may be held without call or notice at any time or place.

Section 7. Quorum. A quorum for the transaction of business at any meeting of the committee shall consist of the majority of the committee of any office.

Section 8. Special Committees. The Management Committee, by resolution, may designate one or more special committees. Each committee to consist of two or more persons who have ownership in units or apartments which to the extent provided in such resolution, shall have and may exercise the powers in said resolutions set forth. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The Chairman of the Management Committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 9. Additional facilities. The Management Committee shall have the authority to provide such facilities in addition to

those for which provisions have already been made as may deem to be in the interest of the members and to affect the necessary amendments or documents and maps in connection therewith.

ARTICLE II. Election and Proceedings of the Management Committee.

Section 1. Election. At each annual meeting, subject to the provisions of sub-paragraph 5 hereof, the owners shall elect a Management committee for the forthcoming year, consisting of 5 owners; provided, however, that the first Management Committee elected hereunder may be elected at a special meeting duly called, said Management Committee to serve until the first annual meeting held thereafter. Every owner entitled to vote at any election of members of the Management Committee may cumulate his votes and give one candidate a number of votes equal to the number of members of the Management Committee to be elected, multiplied by the number of votes to which such owner is otherwise entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Management Committee to be elected shall be deemed elected.

Section 2. Term. Members of the Management Committee shall serve for a term of three (3) years; provided, that the first committee shall serve the terms as set out in Article I, Section 1. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an owner, his membership on the Management Committee shall thereupon terminate.

Section 3. Resignation and Removal. Any member may resign at any time by giving written notice to the Manager, and any member may be removed from membership on the Management Committee by majority vote of the owners.

Section 4. Proceedings. Three members of the Management Committee shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall elect a chairman who shall preside over both its meetings and those of the owners. Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt. The Management

Committee may also act without a meeting by unanimous written consent of its members.

Section 5. Declarant performs functions. Until a date three years from the date of completion of construction of the project or until all units have been sold, at the option of the declarants, the rights, duties and functions of the Management Committee shall at Declarants option be exercised by Declarants.

Section 6. Notice of Election. After the first election of the Management Committee, declarant shall execute and acknowledge an affidavit stating the names of all of the persons elected to membership on the Management Committee. Thereafter, any three persons who are designated of record as being members of the most recent Management Committee (regardless of whether or not they shall still be members) may execute and acknowledge an affidavit stating the names of all of the members of the then current Management Committee. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Management Committee and shall be conclusive thereof in favor of all persons who rely thereon in good faith.

ARTICLE III. Authority of the Management Committee. The Management Committee, for the benefit of the condominiums and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expenses fund hereinafter provided for, the following:

Section 1. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the common area (and to the extent not separately metered or charged, for the units);

Section 2. A policy or policies of fire insurance as the same are more fully set forth in Article VII, Section 2 of this Declaration, with extended coverage endorsement, for the full insurable replacement value of the units and common area or such other fire and casualty insurance as the Management Committee shall determine gives substantially equal or greater protection to the owners, and their mortgages, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of such condominium, if any.

Section 3. A policy or policies as the same are more fully set forth in Article VII, Section 2 (b) of this Declaration insuring the Management Committee, and the owners against any liability to the public or to the owners.

Section 4. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Section 5. The services of a person or firm to manage its affairs (herein called "The Manager") to the extent deemed advisable by the Management Committee as well as such other personnel as the Management Committee shall determine shall be necessary or proper for the operation of the common area, whether the personnel be necessary or proper for the operation of the common area, whether the personnel are employed directly by the Management Committee or are furnished by the Manager.

Section 6. Legal and accounting services necessary or proper in the operation of the common area or the enforcement of this Declaration.

Section 7. A fidelity bond naming the Manager, and such other persons as may be designated by the Management Committee as principals and the owners as obligees, for the first year in an amount at least equal to fifty (50%) percent of the estimated cash requirement for that year as determined by the Management Committee, and for each year thereafter in an amount at least equal to fifty (50%) percent of the total sum collected through the common expense fund during the preceding year.

Section 8. Painting, maintenance, repair and all landscaping of the common area, and such furnishings and equipment for the common area as the Management Committee shall determine are necessary and proper, and the Management Committee shall have the exclusive right and duty to acquire the same for the common area. Provided, however, that the interior surfaces of each unit shall be painted, maintained and repaired by the owners thereof, all such maintenance to be at the sole costs and expenses of the particular owner.

Section 9. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Management Committee is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of this Declaration. Provided, however, that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular units, the costs

thereof shall be specially assessed to the owners of such units.

Section 10. Maintenance and repair of any unit, if such maintenance or repair is reasonably necessary in the discretion of the Management Committee to protect the common area or preserve the appearance and value of the project, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Management Committee to said owner or owners; provided that the management committee shall levy a special assessment against the condominium of such owner or owners for the cost of said maintenance or repair.

The Management Committee's power hereinabove enumerated shall be limited in that the Management Committee shall have no authority to acquire and pay for out of the common expenses fund capital additions and improvements (other than for purposes of replacing portions of the common area, subject to all the provisions of this Declaration) having a costs in excess of \$2,000.00, except as expressly provided herein.

ARTICLE IV. Transfer or Lease of Apartment Units.

Section 1. General. Apartment owners shall not sell, lease or sublet their units and any such sales; leases or subletting shall be void, unless the purchaser, tenant or subtenant be first approved by the Management Committee, which approval shall not unreasonably be withheld. The Management Committee shall act upon application for approval of sale, lease or sublease within ten (10) days after such applications have been filed with the committee, and any application not acted upon within said time shall be deemed to have been approved by the committee. The committee shall be given notice in writing of any intended sale, lease or sublease, and the terms and conditions thereof. Whenever the owner applies to the committee for the approval of a sale, lease or sublease, the committee may require that the owner shall deliver to the committee a copy of the contract of sale, lease or sublease of which approval is requested. No such sale, lease or sublease shall take effect for any purpose, unless and until the following requirements have been completed and satisfied:

1. All assessments and other charges due from the owner must be paid to the committee.
2. A written consent to such sale, lease or sublease must be signed by the committee or by the chairman thereof at the direction of the committee. The committee shall not unreasonably withhold its consent.

3. In the case of any lease or sublease the tenant shall execute in writing an agreement to perform and comply with all the provisions of the declaration, and rules and regulations promulgated pursuant thereto.
4. Whenever an owner shall be permitted to sell, and shall so sell the same, the owner shall have no further liability to the committee.
5. No demand for or acceptance of assessments from any purchaser, lessee or sublessee, hereof shall constitute or be deemed to constitute a consent to or approval of any sale, lease or sublease.

Section 2. Right of Committee. The Management Committee shall have the right, exercisable at any time within ten (10) days after its receipt of the notice provided for in the next preceding paragraph to purchase or enter into an agreement for the occupancy of said partment upon the same terms and conditions as those specified in the notice; provided, however, that in the event the committee enters into an agreement under this Article for the occupancy of any apartment, it shall have the right to sublet said apartment to any person or persons reasonably suitable to both the committee and to the owner of said apartment. In the event the committee determined that it desires to purchase, or enter into an agreement respecting the occupancy of, an unit as provided above, but believes that the price or rental specified in the notice is unreasonable, the committee shall give the owner or owners of said apartment written notice thereof within ten (10) days after its receipt of notice of the proposed sale or occupancy agreement. The notice thus given by the committee shall state that the committee has elected or thereby elects to purchase said apartment or enter into an agreement for the occupancy of the same, and shall state further that the committee believes the price or rental specified in the notice given to it is unreasonable. The committee shall thereafter be obligated to purchase said apartment, or enter into an agreement for the occupancy of same at said price or rental to be determined by a group of three (3) AIA appraisers to be selected as follows: The Committee shall select one appraiser, the unit owner or owners concerned shall select one appraiser, and the two appraisers thus selected shall select a third appraiser. In the event all three appraisers cannot agree on a price or rental to be paid, the decision of any two of thre three shall be binding upon all parties. The committee and the apartment unit owner or owners concerned shall make every reasonable effort to select their respective appraisers and to take any action on their part to be taken so as to secure a decision respecting the price or rental which is to be paid at the earliest

possible date.

ARTICLE V. Administrative Rules and Regulations.

Section 1. The committee shall have the power to adopt and establish by resolution, such building management, and operational rules as the committee may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the owners such amendment, alteration or provision shall be taken to be a part of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project.

Section 2. Right of Entry. The committee and its duly authorized agents shall have the right to enter any and all of the said apartments in case of an emergency originating in or threatening such apartment or any other part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agents shall also have the right to enter into any and all of said apartments at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other apartments in the project; and provided, further, that the apartment owner affected by such entry shall first be notified thereof if available and if time permits.

Section 3. Limitation on use of Units and common area. The units and common area shall be occupied and used as follows:

1. No owner shall occupy or use his unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner and the owners' family or the owner's lessees or guests.

2. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the management committee.

3. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the management committee. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

4. No sign of any kind shall be displayed to the public view on or from any unit or the common area, without the prior consent of the management committee;

5. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common area, except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the management committee.

6. No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

7. Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the management committee.

8. There shall be no violation of rules for the use of the common area adopted by the management committee and furnished in writing to the owners and the management committee is authorized to adopt such rules.

9. None of the rights and obligations of the owners created herein, or by the deed creating the condominiums shall be altered in any way by encroachments due to settlement or shifting of structures of any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the wilful conduct of said owner or owners.

ARTICLE VI. Payment of expenses.

Section 1. Assessments. Each apartment owner shall pay the management committee his pro rate portion of the cash requirement deemed necessary by the committee to manage and operate the Briarwood Condominium and the recreational areas and facilities, if any, upon the terms, at the times, and in the manner herein provided without any deduction on account or any set-off or claim which the owner may have against the management, and

if the owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of eight (8%) percent per month from the date when such installment shall become due to the date of the payment thereof.

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

The pro rata portion payable by the owner in and for each year or portion of year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the owner owns an undivided interest in the common areas and facilities, and such assessments, together with any additional sums

accruing under this declaration shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the committee.

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

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

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner of any condominium plus interest at eight (8%) per cent per month, and costs, including reasonable attorney's fees, shall become a lien upon such apartment upon recordation of a notice of easement as provided in Section 57-8-20 U.C.A. 1953 of the Condominium Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only

- (1) Tax and special assessment liens on the apartment in favor of any assessment unit, and special district, and

- (2) Encumbrances on the owner's condominium (apartment unit and common areas) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

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

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

In case of foreclosure, the owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The

Management Committee or Manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

Section 2. No waiver. The omission of the management committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year, shall not be deemed to be a waiver or modification in any respect of the covenants and conditions, or restrictions of this declaration, or a release of the owner from an obligation to pay the assessment, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

ARTICLE VII. Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act each of said apartments and each of said units percentage of the undivided interest in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such. Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said apartments of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such apartment, and/or against any items of personal property located in or upon any apartment of which he is the owner.

Section 2. Insurance. The Management Committee shall obtain and maintain at all times insurance of the type and kind as follows:

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

b. A policy or policies insuring the Management Committee, the unit owners and the manager against any liability to the public or to the owners of units, common areas, and their invitees, or tenants; incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the owners. Limits of liability under such insurance for personal and property damage shall not be less than \$10,000.00 for each person; and shall not be less than \$300,000.00 for each occurrence. Such limits and coverage shall be reviewed at least annually by the Management

Committee and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

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

The said insurance shall be governed by the following provisions:

a. All policies shall be written with a company licensed to do business in the State of Utah and holding a rating of AAA or better by Best's Insurance reports.

b. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Management Committee or its authorized representative.

c. In no event shall the insurance coverage obtained and maintained by the Management Committee hereunder, be brought into contribution with insurance purchased by individual owners or their mortgagees.

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

e. Each owner shall be required to notify the Management Committee of all improvements made by the owner of his unit, the value of which is in excess of \$750.00.

f. Any owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such owner, shall be required to file a copy of the individual policy or policies with the Management Committee within ten days after the purchase of such insurance.

g. The Management Committee shall be required to make every effort to secure insurance policies that will provide for the following:

1. A waiver of subrogation by the insurer as to any claim against the Management Committee, the Manager, the owners and their respective servants, agents and guests.

2. That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.

3. That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or Manager cure the defect.

4. That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration.

h. The annual insurance review which the Management Committee is required to conduct as provided above shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

ARTICLE VIII. Limitation of Management Committee's Liability.

Section 1. The Management Committee shall not be liable for any failure of water supply or other service to be obtained and paid for by the Management Committee hereunder, or for injury or damage to person or property caused by the elements or by another owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Management Committee. No diminution or abatement of common expenses assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Section 2. Indemnification of Management Committee Members. Each member of the Management Committee shall be indemnified by the owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Management Committee, or a settlement thereof, whether or not he is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement

the indemnification shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Management Committee.

ARTICLE IX. No Partition. There shall be no judicial partition of the project or any part thereof, nor shall declarant or any person acquiring any interest in the project or any part thereof seek any such judicial partition, unless the property has been removed from the provisions of the Condominium Act as provided in section 57-8-22 U.C.A. 1953 thereof. Provided, however, that if any condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing therein contained shall be deemed to prevent a judicial partition as between such co-tenants, but such partition shall not affect any other condominium.

ARTICLE X. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each unit and the common area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager and/or Management Committee.

ARTICLE XI. Enforcement. Each owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manager on behalf of the owners, or in a proper case, by an aggrieved owner.

ARTICLE XII Personal property. The Management Committee or Manager may acquire and hold, for the benefit of the owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the owners in the same proportion as their respective interests in the common area, and shall not be transferable except with a transfer of a condominium. A transfer of a condominium shall transfer to the transferee, ownership of the transferor's beneficial interest in such personal property.

Within 30 days following the sale of all units in the project or within three years, at the discretion of the declarants, the declarants shall execute and deliver a bill of sale to the Management Committee in behalf of all the owners, transferring all items of personal property located on the project and furnished by the declarant, which property is intended for the common use and enjoyment of the owners.

ARTICLE XIII. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Article VI, Sec. 1 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

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

(c) By subordination agreement executed by a majority of the Management Committee the benefits of (a) and (b) may be extended to mortgages not otherwise entitled thereto.

ARTICLE XIV. Audit. Any owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Manager or Management Committee. The Management Committee, at the expense of the common expenses, shall obtain an audit of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the owners.

ARTICLE XV. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision or any other provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

ARTICLE XVI. Amendment. Except as otherwise provided herein, the provisions of these By-Laws may be amended by an instrument in writing signed and acknowledged by record or equitable owners holding 75% of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of Weber County, State of Utah.

ARTICLE XVII. Severability. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

ARTICLE XVIII. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26th day of January, 1973.

Loel W. Dean
LOEL W. DEAN

Kathleen C. Dean
KATHLEEN C. DEAN

STATE OF UTAH)
 :
COUNTY OF WEBER)

Personally appeared before me, LOEL W. DEAN and KATHLEEN C. DEAN on the 26th day of January, 1973, the signers of the above and foregoing instrument who duly acknowledged to me that they executed the same.

Loel W. Dean
NOTARY PUBLIC residing at
Ogden, Weber County, Utah

My Commission Expires: 3-16-76

EXHIBIT "A"

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in Square feet</u>	<u>Number of rooms</u>
1	Bldg. A - Lower Unit West end	1090	6
2	Bldg. A - Lower Unit second from West End	1090	6
3	Bldg. A - Lower Unit second from East End	1090	6
4	Bldg. A - Lower Unit East End	1090	6
5	Bldg. A - Upper Unit West end	943	5
6	Bldg. A - Upper Unit second from West End	943	5
7	Bldg. A - Upper Unit Second from East End	943	5
8	Bldg. A - Upper Unit East End	943	5
9	Bldg. B - Lower Unit West End	1090	6
10	Bldg. B - Lower Unit East End	1090	6
11	Bldg. B - Upper Unit West End	943	5
12	Bldg. B - Upper Unit East End	943	5
13	Bldg. C - Lower Unit West End	1090	6
14	Bldg. C - Lower Unit East End	1090	6
15	Bldg. C. - Upper Unit West End	943	5
16	Bldg. C - Upper Unit East End	943	5
17	Bldg. D - Lower Unit West End	1090	6
18	Bldg. D - Lower Unit Second from West end	1090	6
19	Bldg. D - Lower Unit Second from East End	1090	6
20	Bldg. D - Lower Unit East End	1090	6
21	Bldg. D - Upper Unit West End	943	5
22	Bldg. D - Upper Unit Second from West End	943	5
23	Bldg. D - Upper Unit Second from East End	943	5
24	Bldg. D - Upper Unit East End	943	5

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in Square feet</u>	<u>Number of rooms</u>
25	Bldg. E - Lower Unit West end	1090	6
26	Bldg. E - Lower Unit East end	1090	6
27	Bldg. E - Upper Unit West end	943	5
28	Bldg. E - Upper Unit East end	943	5
29	Bldg. F - Lower Unit West end	1090	6
30	Bldg. F - Lower Unit second from West end	1090	6
31	Bldg. F - Lower Unit second from East end	1090	6
32	Bldg. F - Lower Unit East end	1090	6
33	Bldg. F - Upper Unit West end	943	5
34	Bldg. F - Upper Unit Second from West end	943	5
35	Bldg. F - Upper Unit Second from East End	943	5
36	Bldg. F - Upper Unit East End	943	5
37	Bldg. G - Lower Unit West End	1090	6
38	Bldg. G - Lower Unit Second from West End	1090	6
39	Bldg. G - Lower Unit Second from East End	1090	6
40	Bldg. G - Lower Unit East End	1090	6
41	Bldg. G - Upper Unit West End	943	5
42	Bldg. G Upper Unit Second from West End	943	5
43	Bldg. G - Upper Unit Second from East End	943	5
44	Bldg. G - Upper Unit East End	943	5
45	Bldg. H - Lower Unit West End	1090	6
46	Bldg. H - Lower Unit Second from West End	1090	6
47	Bldg. H - Lower Unit Second from East End	1090	6
48	Bldg. H - Lower Unit East End	1090	6

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in Square feet</u>	<u>Number of rooms</u>
49	Bldg. H - Upper Unit West End	943	5
50	Bldg. H.- Upper Unit Second from West End	943	5
51	Bldg. H - Upper Unit Second from East End	943	5
52	Bldg. H - Upper Unit East End	943	5
53	Bldg. I - Lower Unit West End	1090	6
54	Bldg. I - Lower Unit Second from West End	1090	6
55	Bldg. I - Lower Unit Second from East End	1090	6
56	Bldg I - Lower Unit East End	1090	6
57	Bldg I - Upper Unit West End	943	5
58	Bldg I - Upper Unit Second from West End	943	5
59	Bldg I - Upper Unit Second from East End	943	5
60	Bldg I - Upper Unit East End	943	5
61	Bldg J - Lower Unit West End	1090	6
62	Bldg J - Lower Unit East End	1090	6
63	Bldg J - Upper Unit West End	943	5
64	Bldg J - Upper Unit East End	943	5
65	Bldg K - Lower Unit West End	1090	6
66	Bldg K - Lower Unit Second from west end	1090	6
67	Bldg K - Lower Unit Second from East end	1090	6
68	Bldg. K - Lower Unit East End	1090	6
69	Bldg K - Upper Unit West End	943	5
70	Bldg K - Upper Unit Second from West End	943	5
71	Bldg K - Upper Unit Second from East End	943	5
72	Bldg K - Upper Unit East End	943	5
73	Bldg. L - Lower Unit West End	1090	6

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in square feet</u>	<u>Number of rooms</u>
74	Bldg L - Lower Unit Second from West end	1090	6
75	Bldg L - Lower Unit Second from East End	1090	6
76	Bldg L - Lower Unit East End	1090	6
77	Bldg. L - Upper Unit West End	943	5
78	Bldg L - Upper Unit second from West End	943	5
79	Bldg L - Upper Unit Second from East End	943	5
80	Bldg L - Upper Unit East End	943	5
81	Bldg. M - Lower Unit West End	1090	6
82	Bldg M - Lower Unit Second from West end	1090	6
83	Bldg M - Lower Unit Second from East End	1090	6
84	Bldg M - Lower Unit East End	1090	6
85	Bldg M - Upper Unit West End	943	5
86	Bldg M - Upper Unit Second from West End	943	5
87	Bldg M - Upper Unit Second from East End	943	5
88	Bldg M - Upper Unit East End	943	5
89	Bldg N - Lower Unit West End	1090	6
90	Bldg N - Lower Unit Second from West End	1090	6
91	Bldg N - Lower Unit Second from East End	1090	6
92	Bldg N - Lower Unit East End	1090	6
93	Bldg N - Upper Unit West End	943	5
94	Bldg N - Upper Unit Second from West End	943	5
95	Bldg N - Upper Unit Second from East End	943	5
96	Bldg N - Upper Unit East End	943	5
97	Bldg O - West End	894	4
98	Bldg O - Second from West End	894	4

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in square feet</u>	<u>Number of rooms</u>
99	Bldg O - Third from West end	894	4
100	Bldg O - Third from East end	894	4
101	Bldg O - Second from East End	894	4
102	Bldg O - East End	894	4
103	Bldg P - South End	894	4
104	Bldg P - Second from South End	894	4
105	Bldg P - Third from South End	894	4
106	Bldg P - Third from North End	894	4
107	Bldg P - Second from North End	894	4
108	Bldg P - North End	894	4
109	Bldg Q - South End	894	4
110	Bldg Q - Second from South End	894	4
111	Bldg Q - Second from North End	894	4
112	Bldg Q - North End	894	4
113	Bldg R - South End	894	4
114	Bldg R - Second from South End	894	4
115	Bldg R - Second from North End	894	4
116	Bldg R - North End	894	4
117	Bldg S - West End	894	4
118	Bldg S - Second from West End	894	4
119	Bldg S - Second from East End	894	4
120	Bldg S - East End	894	4
121	Bldg T - West End	960 Finished	6
122	Bldg T - Second from West End	482 unfinished 960 Finished 482 unfinished	6
123	Bldg T - Third from West End	960 finished 482 unfinished	6
124	Bldg T - Third from East End	960 finished 482 unfinished	6
125	Bldg T - Second from East End	960 finished 482 unfinished	6
126	Bldg T - East End	960 finished 482 unfinished	6

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in square feet</u>	<u>Number of rooms</u>
127	Bldg U - West End	960 finished 482 unfinished	6
128	Bldg U - Second from West End	960 finished 482 unfinished	6
129	Bldg U - Third from West End	960 finished 482 unfinished	6
130	Bldg U - Third from East End	960 finished 482 unfinished	6
131	Bldg U - Second from East End	960 finished 482 unfinished	6
132	Bldg U - East End	960 finished 482 unfinished	6
133	Bldg V - West End	960 finished 482 unfinished	6
134	Bldg V - Second from West End	960 finished 482 unfinished	6
135	Bldg V - Third from West End	960 finished 482 unfinished	6
136	Bldg V - Third from East End	960 finished 482 unfinished	6
137	Bldg V - Second from East End	960 finished 482 unfinished	6
138	Bldg V - East End	960 finished 482 unfinished	6

<u>Apartment Unit Number</u>	<u>Location</u>	<u>Approximate area in square feet</u>	<u>Number of rooms</u>
127	Bldg U - West End	960 finished 482 unfinished	6
128	Bldg U - Second from West End	960 finished 482 unfinished	6
129	Bldg U - Third from West End	960 finished 482 unfinished	6
130	Bldg U - Third from East End	960 finished 482 unfinished	6
131	Bldg U - Second from East End	960 finished 482 unfinished	6
132	Bldg U - East End	960 finished 482 unfinished	6
133	Bldg V - West End	960 finished 482 unfinished	6
134	Bldg V - Second from West End	960 finished 482 unfinished	6
135	Bldg V - Third from West End	960 finished 482 unfinished	6
136	Bldg V - Third from East End	960 finished 482 unfinished	6
137	Bldg V - Second from East End	960 finished 482 unfinished	6
138	Bldg V - East End	960 finished 482 unfinished	6

EXHIBIT "B"

TOTAL VALUE OF ALL APARTMENT UNITS \$2,901,750.00

<u>Apt. Unit No.</u>	<u>Valuation</u>	<u>Percentage</u>	<u>Apt. Unit No.</u>	<u>Valuation</u>	<u>Percentage</u>
1	\$21,900.	.76	43	\$19,400.	.67
2.	\$21,150.	.73	44	\$20,150.	.69
3	\$21,150.	.73	45	\$21,900.	.76
4	\$21,900.	.76	46	\$21,150.	.73
5	\$20,150	.69	47	\$21,150.	.73
6	\$19,400.	.67	48	\$21,900.	.76
7	\$19,400.	.67	49	\$20,150.	.69
8	\$20,150.	.69	50	\$19,400.	.67
9	\$21,900.	.76	51	\$19,400.	.67
10	\$21,900.	.76	52	\$20,150.	.69
11	\$21,150.	.69	53	\$21,900.	.76
12	\$20,150.	.69	54	\$21,150.	.73
13	\$21,900.	.76	55	\$21,150.	.73
14	\$21,900.	.76	56	\$21,900.	.76
15	\$20,150.	.69	57	\$20,150.	.69
16	\$20,150.	.69	58	\$19,400.	.67
17	\$21,900.	.76	59	\$19,400	.67
18	\$21,150.	.73	60	\$20,150.	.69
19	\$21,150.	.73	61	\$21,900.	.76
20	\$21,900.	.76	62	\$21,900.	.76
21	\$20,150.	.69	63	\$20,150.	.69
22	\$19,400.	.67	64	\$20,150.	.69
23	\$19,400.	.67	65	\$21,900.	.76
24	\$20,150.	.69	66	\$21,150.	.73
25	\$21,900.	.76	67	\$21,150.	.73
26	\$21,900.	.76	68	\$21,900.	.76
27	\$20,150.	.69	69	\$20,150.	.69
28	\$20,150.	.69	70	\$19,400.	.67
29	\$21,900.	.76	71	\$19,400.	.67
30	\$21,150.	.73	72	\$20,150.	.69
31	\$21,150.	.73	73	\$21,900.	.76
32	\$21,900.	.76	74	\$21,150	.73
33	\$20,150.	.69	75	\$21,150.	.73
34	\$19,400.	.67	76	\$21,900.	.76
35	\$19,400.	.67	77	\$20,150.	.69
36	\$20,150.	.69	78	\$19,400.	.67
37	\$21,900.	.76	79	\$19,400.	.67
38	\$21,150.	.73	80	\$20,150.	.69
39	\$21,150.	.73	81	\$21,900.	.76
40	\$21,900.	.76	82	\$21,150.	.73
41	\$20,150.	.69	83	\$21,150.	.73
42	\$19,400.	.67	84	\$21,900.	.76

EXHIBIT "B"

TOTAL VALUE OF ALL APARTMENT UNITS \$2,901,750.00

<u>Apt. Unit No.</u>	<u>Valuation</u>	<u>Percentage</u>	<u>Apt. Unit No.</u>	<u>Valuation</u>	<u>Percentage</u>
1	\$21,900.	.76	43	\$19,400.	.67
2.	\$21,150.	.73	44	\$20,150.	.69
3	\$21,150.	.73	45	\$21,900.	.76
4	\$21,900.	.76	46	\$21,150.	.73
5	\$20,150	.69	47	\$21,150.	.73
6	\$19,400.	.67	48	\$21,900.	.76
7	\$19,400.	.67	49	\$20,150.	.69
8	\$20,150.	.69	50	\$19,400.	.67
9	\$21,900.	.76	51	\$19,400.	.67
10	\$21,900.	.76	52	\$20,150.	.69
11	\$21,150.	.69	53	\$21,900.	.76
12	\$20,150.	.69	54	\$21,150.	.73
13	\$21,900.	.76	55	\$21,150.	.73
14	\$21,900.	.76	56	\$21,900.	.76
15	\$20,150.	.69	57	\$20,150.	.69
16	\$20,150.	.69	58	\$19,400.	.67
17	\$21,900.	.76	59	\$19,400	.67
18	\$21,150.	.73	60	\$20,150.	.69
19	\$21,150.	.73	61	\$21,900.	.76
20	\$21,900.	.76	62	\$21,900.	.76
21	\$20,150.	.69	63	\$20,150.	.69
22	\$19,400.	.67	64	\$20,150.	.69
23	\$19,400.	.67	65	\$21,900.	.76
24	\$20,150.	.69	66	\$21,150.	.73
25	\$21,900.	.76	67	\$21,150.	.73
26	\$21,900.	.76	68	\$21,900.	.76
27	\$20,150.	.69	69	\$20,150.	.69
28	\$20,150.	.69	70	\$19,400.	.67
29	\$21,900.	.76	71	\$19,400.	.67
30	\$21,150.	.73	72	\$20,150.	.69
31	\$21,150.	.73	73	\$21,900.	.76
32	\$21,900.	.76	74	\$21,150	.73
33	\$20,150.	.69	75	\$21,150.	.73
34	\$19,400.	.67	76	\$21,900.	.76
35	\$19,400.	.67	77	\$20,150.	.69
36	\$20,150.	.69	78	\$19,400.	.67
37	\$21,900.	.76	79	\$19,400.	.67
38	\$21,150.	.73	80	\$20,150.	.69
39	\$21,150.	.73	81	\$21,900.	.76
40	\$21,900.	.76	82	\$21,150.	.73
41	\$20,150.	.69	83	\$21,150.	.73
42	\$19,400.	.67	84	\$21,900.	.76

<u>Apt. Unit No.</u>	<u>Valuation</u>	<u>Percentage</u>	<u>Apt. Unit No.</u>	<u>Valuation</u>	<u>Percentage</u>
85	\$20,150.	.69	112	\$21,900.	.76
86	\$19,400.	.67	113	\$21,900.	.76
87	\$19,400.	.67	114	\$21,150.	.73
88	\$20,150.	.69	115	\$21,150.	.73
89	\$21,900.	.76	116	\$21,900.	.76
90	\$21,150.	.73	117	\$21,900.	.76
91	\$21,150.	.73	118	\$21,150.	.73
92	\$21,900.	.76	119	\$21,150.	.73
93	\$20,150.	.69	120	\$21,900.	.76
94	\$19,400.	.67	121	\$22,625.	.78
95	\$19,400.	.67	122	\$21,875.	.75
96	\$20,150.	.69	123	\$21,875.	.75
97	\$21,900.	.76	124	\$21,875.	.75
98	\$21,150.	.73	125	\$21,875.	.75
99	\$21,150.	.73	126	\$22,625.	.78
100	\$21,150.	.73	127	\$22,625.	.78
101	\$21,150.	.73	128	\$21,875.	.75
102	\$21,900.	.76	129	\$21,875.	.75
103	\$21,900.	.76	130	\$21,875.	.75
104	\$21,150.	.73	131	\$21,875.	.75
105	\$21,150.	.73	132	\$22,625.	.78
106	\$21,150.	.73	133	\$22,625.	.78
107	\$21,150.	.73	134	\$21,875.	.75
108	\$21,900.	.76	135	\$21,875.	.75
109	\$21,900.	.76	136	\$21,875.	.75
110	\$21,150.	.73	137	\$21,875.	.75
11	\$21,150.	.73	138	\$22,625.	.78