

ENT 5949 BK 2668 PG 549
NINA B REID UTAH CO RECORDER BY BT
1990 FEB 27 12:49 PM FEE 63.00
RECORDED FOR JEFFS & JEFFS

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GARDEN PARK EAST PLANNED UNIT DEVELOPMENT

THIS AMENDED DECLARATION, made on the date herein-
after set forth by the undersigned members of the Garden Park
East Homeowners Association, Inc., a Utah non-profit corpora-
tion, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property
in Orem, County of Utah, State of Utah, which is more particu-
larly described as:

Beginning North 190.65 feet and West 395.14
feet from the South one-quarter corner of
Section 11, Township 6 South, Range 2 East,
Salt Lake Base and Meridian; said point also
being located East 264.00 feet and North
155.26 feet from the Southwest corner of Lot
31, Knight Subdivision, Orem, Utah; thence
North 89°52'54" West 66.00 feet; thence
North 0°16'13" West 9.62 feet; thence North
89°52'54" West 67.85 feet; thence South
0°40'15" East 38.82 feet; thence North
89°52'54" West 66.00 feet; thence North
0°40'15" West 35.88 feet; thence South
89°18'50" West 153.32 feet; thence North
5°37'09" West 238.94 feet; thence North
24°12'04" West 278.66 feet; thence North
88°58'22" East 222.52 feet; thence South
88°32'43" East 203.33 feet; thence South
87°58'27" East 122.47 feet; thence South
1°03'18" East 462.77 feet; thence South
89°48'13" West 66.00 feet; thence South
0°16'13" East 58.00 feet to the point of
beginning.

NOW, THEREFORE, the Declarant hereby declares that
the real property described herein is and shall be held,
conveyed, hypothecated or encumbered, sold, leased, rented,
used, occupied and improved subject to the covenants, restric-
tions, uses, limitations, obligations, easements, equitable
servitudes, charges and liens (hereinafter sometimes referred
to as "covenants and restrictions") hereinafter set forth, all
of which are declared and agreed to be in aid of a plan for
improvement of said property, and which shall run with the
real property and be binding on all parties having any right,
title or interest in the described Properties or any part
thereof, their heirs, successors and assigns, and shall inure
to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

When used in this Amended Declaration, the following terms shall have the meaning indicated:

Section 1. "Association" shall mean and refer to GARDEN PARK EAST HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, which is subject to, or any such additional property as may hereafter become subject to this Amended Declaration or any amendments or additions to this Amended Declaration.

Section 4. "Common Area" shall mean all real property which is a part of the Properties and which is now or hereafter acquired by the Association for the benefit, use and/or enjoyment of its Members.

Section 5. "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the undersigned members of Garden Park East Homeowners Association, Inc., its successors and assigns.

Section 7. "Member" or "Members" shall mean and refer to those persons entitled to membership in the association as provided in the Articles of Incorporation and By-Laws of said Association.

Section 8. "Dwelling" or "Dwellings" shall mean any structure, home, townhouse, apartment, units, condominium, and any building existing upon any Lot, or upon the Properties.

Section 9. "Condominium Act" shall mean the Utah Condominium Ownership Act, Utah Code Annotated (1953), as amended, Section 57-8-1, et. seq.

ARTICLE II

PROPERTY RIGHTS

Section 1. Member's Right of Enjoyment. Every member shall have a right of, and an easement of an enjoyment in and to the Common Area, and any improvements upon the Common Area, and shall have the right of enjoyment of the community facilities and recreational facilities and such right of, and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(a) the right of the Association, with the consent of two-thirds (2/3) of the then Members of the Association, to levy reasonable admission and other fees for the use of any recreational facilities situated upon the Properties by the Members of the Association and their families and/or guests; and

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members agreeing to such dedication or transfer has been recorded. In addition any such dedication or transfer is subject to Article VIII, Section 2(1); and

(d) the right of the Declarant, or of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said Properties. In the event of a default upon such mortgage the mortgagee's rights thereunder shall be limited to a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such Properties to a wider public until the mortgage debt is satisfied whereupon the possession of such property shall be returned to the Association and all rights of Members shall be fully restored, and;

(e) the right of the Association to take such steps as are reasonably necessary to protect the above described property against foreclosure.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his immediate family, or contract purchasers who reside on the property.

Section 3. Easements. The Association shall have the right to act by and through its Board of Trustees, to grant rights-of-way and/or easements for any public utility purpose to any municipal agency, public utility or to the Declarant for the purpose of the installation and/or construction and/or maintenance of public utilities for the benefit of "Garden Park East Planned Unit Development", provided that no such rights-of-way shall be permanently inconsistent with the enjoyment of the Common Area, community facilities, and/or the recreational facilities by the Members of the Association.

Section 4. Maintenance of Common Areas and Facilities. The Association shall care for and maintain the Common Areas and facilities thereon. The failure of the Association to care for and maintain the Common Areas and facilities thereon in a reasonable manner shall be grounds for an action by any Member or Owner to force the Association to provide such care or maintenance.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association as provided in the Articles of Incorporation and By-Laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot to which it appertains.

Section 2. Voting Rights. The Association shall have one class of voting membership:

Class A. Class "A" Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by him within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvement, such assessments to be established and collected as herein-after provided. The annual and special assessments, together with interest thereon, costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lots against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lots or his heirs, devisees or personal representatives at the time when the assessment fell due.

All sums assessed to Owners of any Lot within the Property pursuant to the provisions of this Article IV, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IV, the Board of Trustees may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Such a 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 Utah 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 of powers of sale or foreclosure 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 other manner permitted by law by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such foreclosure, 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 being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Trustees shall have the right and power in behalf of the Association to bid in at any foreclosure sale, and to

hold, lease, mortgage, or convey the subject Lot in the name of the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the Properties, Lots and Dwellings situated upon the Lots.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty and No/100 Dollars (\$360.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1. of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose; provided, however, an adequate reserve fund for replacement of the Common Area must be established and must be funded by regular monthly payments rather than by special assessments.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance

of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Commencement of Annual Assessments. The annual maintenance assessment for each Class A membership shall commence on a date a deed for the Lot to which such membership is appurtenant is delivered by the Declarant or a prior Owner to the Member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the Lot is delivered to the Member and shall become due and payable and a lien on the date a deed for the Lot is delivered to the Member. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any Lot for any month after the first month shall become due and payable and a lien on the first day of each successive month

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Delinquent assessments together with interest thereon as provided above and costs of collection of the delinquent assessments and interest thereon, and attorney's fees for the collection thereof, shall become a continuing lien upon the Lot as provided in Article IV, Section 1 herein. The association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Trustees of the Association and be declared due and payable in full.

Section 10. Personal Obligation of Owner. The

amount of any Annual or Special Assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money 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 any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot or by waiving any services or amenities provided for in this Amended 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.

Section 11. Notice of Assessment. The Association shall give written notice to each Member of any and all assessments levied against such Member at least thirty (30) days prior to the date said assessment shall become due and owing.

Section 12. Statement of Account. Upon payment of a reasonable fee not to exceed \$10.00 and upon written request of any Owner, Mortgagee, or prospective purchaser of a Lot, the Board of Trustees shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current annual assessment and the date or dates upon which installments thereof become due; credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statements shall be conclusive upon the Association in favor of persons who rely thereon in good faith. In the event that the Board of Trustees fails upon written request to issue such a written statement, any unpaid assessments with respect to such Lot which became due prior to the written receipt of such written request by the Board of Trustees shall become subordinate to a lien held by the person or entity requesting such statement.

Section 13. Personal Liability of Purchaser. Subject to the provisions of Section 12, a purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot 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.

ARTICLE V

ARCHITECTURAL CONTROL

No Dwelling, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of the Board of Trustees of the Association, or composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment shall be recorded in the office of the Utah County Recorder by the Association.

Section 4. Annexation. Additional property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Members.

ARTICLE V

ARCHITECTURAL CONTROL

No Dwelling, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of the Board of Trustees of the Association, or composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment shall be recorded in the office of the Utah County Recorder by the Association.

Section 4. Annexation. Additional property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Members.

Section 5. Ownership of Common Area. Subject to the limitations contained in this Declaration, the Owners shall have the non-exclusive right to use and enjoy the Common Area. Each Owner shall also have the exclusive right to the full use of the carports, patio and storage area adjacent to his Lot. The Association shall have the right to limit the number of guests of Members which may use the common area or facilities upon the Common Area.

Section 6. Residential Use. All Dwellings shall be used for private residential purposes exclusively, and the Owner's use of each such lot shall not endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The term "residential" as used herein, shall be held and construed to exclude hospitals, clinics, mobile homes, hotels, motels, boarding houses, commercial and professional uses, including personal service shops, whether in the town homes or otherwise, and all such uses are expressly prohibited. Nothing contained in this Article, or elsewhere in this Amended Declaration, shall be construed to prohibit the Declarant from the use of any Lots or Dwellings for promotional or display purposes or as "Model Homes" or the like.

Section 7. Party Walls. Each wall which is built as part of the original construction of the Dwellings upon the Properties and placed on the dividing line between Lots or Dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of the Section, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(a) Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(b) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Owner to call for a larger contribution from other Owners under any rule of law regarding liability for negligent or willful acts or omissions.

(c) Weatherproofing. Notwithstanding any other provision of this Section, any Owner who by his negligent or willful act causes the party wall to be exposed to the

elements shall bear the whole cost of furnishing the necessary protection against such elements.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to the Owner's successors in title.

(e) Arbitration. In the event of any dispute concerning a party wall, or resulting from the provisions of this Section, each party to the dispute shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision made by a majority of all arbitrators shall be binding upon all of the parties to the dispute. In the event any party to any such dispute refuses to appoint an arbitrator within ten (10) days after written request for the appointment of the same, then the Board of Trustees of the Association shall select an arbitrator on behalf of such party.

(f) Encroachments. If any portion of a party wall shall encroach upon any adjoining Lot, or upon the Common Area or community facilities, by reason of settlement or shifting of any Dwelling, or the repair or reconstruction of any Dwelling, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the Dwelling stands, shall exist.

(g) Easements. Each Lot and Dwelling shall be subject to easement to the benefit of the Owners of the adjoining and abutting Lots and Dwellings for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind, to easements for lateral support of adjoining and abutting Dwellings, and to easements for the leadwalks, sidewalks and patios serving adjoining and abutting Dwellings.

Section 8. Reconstruction Following Fire or Other Casualty. In the event any Dwelling is partially or totally destroyed by fire or other casualty, then the Owner of the same shall promptly reconstruct such Dwelling at his own expense in accordance with the original plans and specifications for the same (or as the same may be modified with the written consent of the Architectural Control Committee), and any failure promptly so to do shall be considered a violation of the provisions of this Article.

Section 9. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in

this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article, and without the approval of the Architectural Control Committee required herein, and upon written notice from Architectural Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Lot owned by such Member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee) to enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article IV of this Amended Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Amended Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry of inspection.

Section 10. Taxes, Assessments and Charges to Common Areas. All real estate taxes and other taxes, assessments and charges levied against the Common Area by any public body and any liens which may result therefrom shall not be leviable against the Lots or Dwellings or Owners and such taxes, assessments and charges levied against the Common Area shall be enforceable only against the Association and shall become liens only upon the Common Areas.

ARTICLE VII

EASEMENTS FOR UTILITIES AND RELATED PURPOSES

The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way over the Common Area for sewer lines.

water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or other purposes related to the provisions of public utilities as may be considered necessary and appropriate by the Board of Trustees of the Association for the orderly maintenance, preservation and enjoyment of the Common Area and community facilities and/or for the preservation of the health, safety, convenience and/or welfare of the Owners and Members.

Any and all streets, walkways, roadways, sidewalks and/or the like, which are owned by the Association shall be subject to non-exclusive easements for ingress and egress for the benefit of all Members of the Association, the Declarant, their respective heirs, personal representatives and assigns and all other persons or other parties claiming under any of them.

There is hereby created a non-exclusive easement upon, across, over and under all of the Properties for ingress and egress, installation, replacing, repairing and maintaining utilities, including, but not limited to, water, sewer, telephone, electricity, gas and television cables. By virtue of this easement, it shall be expressly permissible for utility companies to affix and maintain pipes, wires, conduits, or other service liens on, above, across and under the roofs and exterior walls of the Dwellings. Notwithstanding anything to the contrary contained in this Section, no sewer, electrical lines, water lines or other utilities may be installed and/or relocated upon the Properties until approved by the Board of Trustees of the Association. In the event that any utility company furnishing a service covered by the general easement hereinabove provided requests a specific easement by separate recordable instrument, the Association shall have the right to grant such easement upon said property without conflicting with the terms thereof.

ARTICLE VIII

MORTGAGEE'S RIGHTS AND COVENANTS WITH MORTGAGEES

Section 1. A first mortgagee at his request is entitled to written notice from the Association of any default by an Owner-mortgagor of the performance of any obligations imposed upon the Owner-mortgagor by this Amended Declaration, and the Articles of Incorporation and By-Laws of the Association, when said default has not been cured within thirty (30) days after default.

Section 2. Unless seventy-five percent (75%) of the first mortgagees of individual Lots have given their prior written approval, the Association shall not:

(1) by act or omission to act seek to abandon, partition, subdivide, encumber, sell or transfer Common Areas or any part thereof or any improvements thereon;

(2) change the method of determining the obligations, assessments, dues or other charges which may be levied upon a lot or against an Owner or Member.

(3) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the exterior maintenance of party walls or common fences and driveways, or the upkeep of lawns and grounds on the Properties.

(4) fail to maintain Fire and Extended Coverage Insurance in an amount not less than one hundred percent (100%) of the current replacement cost of the Common Area and improvements and facilities thereon; such insurance should name as the insured the Association for the benefit of the Owners.

(5) use hazard insurance proceeds for losses to any Common Area and improvements and facilities thereon for other than the repair, replacement, or reconstruction of such Common Area, and the improvements thereon.

Section 3. First mortgagees of the Properties or any part thereof, including Common Areas, Lots and Dwellings, shall have the right to examine the books and records of the Association upon demand, at any reasonable time and place.

Section 4. First mortgagees of Lots or Dwellings may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and first mortgagee making such payments shall be owed immediate reimbursement, therefore, from the Association.

Section 5. No provision of this Amended Declaration or of the Articles of Incorporation of the Association or the By-Laws of the Association shall give an Owner or any other person priority over any rights of first mortgagees of Lots or Dwellings pursuant to their mortgages in the case of distribution to Owners of insurance proceeds of condemnation awards for losses to or a taking of Common Areas.

Section 6. Insurance coverage in the following kinds and amounts must be maintained by an Owner of any Lot or Dwelling pledged as security for a mortgage.

(1) The scope of coverage shall be equal to or greater than Fire and Extended Coverage and shall be at least equal to that customary in the geographical area in which the mortgaged premises are located. The policy shall provide as a minimum Fire and Extended Coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but not less than eighty percent (80%) of the insurable value (based upon replacement cost). Except for insurance under the National Flood Insurance Act of 1968 and for deductibles as permitted below, the amount of coverage shall be sufficient so that in the event of any damage or loss to the mortgaged premises of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of: (i) compensation to the full amount of damage or loss; or (ii) compensation to the first mortgagee under the mortgage equal to the full amount of the unpaid balance of the mortgage. All buildings valued at \$1,000.00 and over must be insured.

Section 7. The Association must have Fidelity coverage against dishonest acts on the parts of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Owners. The Fidelity Bond or Insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is no event less than 1 1/2 times the insured estimated annual operating expenses and reserves. In connection with such coverage, any appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

Section 8. The Association must have a comprehensive policy of public liability insurance covering all of the Common Areas. Such insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

ARTICLE IX

SUBMISSION OF PROJECT

Section 1. Submission to Condominium Act. The Declarant hereby submits the land, buildings, and all other improvements now or hereafter made in or upon the land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple Condominium Project to be known as Garden Park East Planned Unit Development. All

of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

ARTICLE X

COMPLIANCE WITH DECLARATION AND BY-LAWS

Section 1. Compliance. Each owner shall comply strictly with the provisions of this Declaration and the By-Laws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

Section 2. Enforcement and Remedies. The obligations, provisions, covenants, restrictions, and conditions contained in this Amended Declaration, or in any Supplemental or further Amended Declaration, with respect to the Association or Lots and Dwellings with the Project shall be enforceable by the Declarant or by the Owner of a Lot or Dwelling within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. The obligations, provisions, covenants, restrictions, and conditions contained in this Amended Declaration, or in any Supplemental or further Amended Declaration, with respect to a person or entity or property of a person or entity other than the Association shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding or a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. No summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

IN WITNESS WHEREOF, the undersigned, being more than two-thirds (2/3) of the Lot Owners, hereby adopt the foregoing

Amendment to the Declaration of Covenants, Conditions and Restrictions of Garden Park East Planned Unit Development.

Date: <u>Aug 11, 89</u>	<u>C J McConnell</u>
Date: <u>Aug 14, 89</u>	<u>Louis Lionhe</u>
Date: <u>Aug 11, 89</u>	<u>Lillie Lou Carrier</u>
Date: <u>Aug 11, 89</u>	<u>Nancy P. Frame</u>
Date: <u>8-11-89</u>	<u>Emma Olson</u>
Date: <u>8-11-89</u>	<u>E. Hanson</u>
Date: <u>8-11-89</u>	<u>James V. Johnson</u>
Date: _____	<u>Amy P. Meier</u>
Date: <u>8-11-89</u>	<u>Blasme York</u>
Date: <u>8-11-89</u>	<u>Cena M. Norton</u>
Date: <u>8-11-89</u>	<u>Harold R. Southwick</u>
Date: <u>8-11-89</u>	<u>James R. Gee</u>

Date: 8-11-89

Willa Taylor

Date: 8-11-89

Genevieve B. Smith

Date: 8-11-89

Gloria Rogers

Date: 8-11-89

Paul Lindholm

Date: 8-11-89

Nadine Anderson

Date: 8-11-89

Shirley Jorgensen

Date: 8-11-89

Marianne J. Corah

Date: 8-11-89

Necia L. Doty

Date: 8-11-89

Adrienne L. Doty

Date: 8-11-89

Alois Gene Houston

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

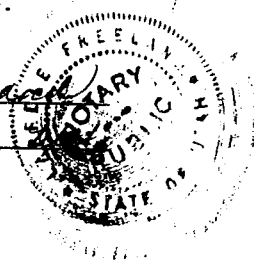
Date: _____

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 11 day of August, 1989, personally appeared before me the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
5-22-92

La Dale Inuloch
Notary Public
Residing at: Orem



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the ___ day of _____, 1989, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that the _____ executed the same.

My Commission Expires:

Notary Public
Residing at: _____

STATE OF Colorado)
 : ss.
COUNTY OF Boulder)

ENT 5949 BK 2668 PG 568

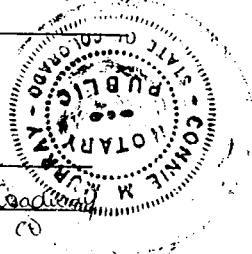
On the 14 day of September 1989, personally appeared before
me Keslee S. Ross signer of the foregoing instrument, who
duly acknowledged to me that on this date the said person
executed the same.

My Commission Expires.

2-25-92

FOR
AGAINST

Connie M. Murray
Notary Public
residing at: 603 S Broadway
Boulder CO

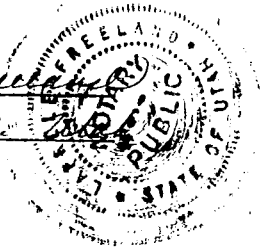


STATE OF Utah)
: ss.
COUNTY OF Utah)

On the 13 day of Aug. 1989, personally appeared before me Geneva W. Adkinson signer of the foregoing instrument, who duly acknowledged to me that on this date the said Geneva Adkinson executed the same.

My Commission Expires.
5-22-92

LaDelle Brice
Notary Public
residing at: Orion



FOR X
AGAINST

STATE OF Utah)
: ss.
COUNTY OF Utah)

ENT 5949 BK 2668 PG 570

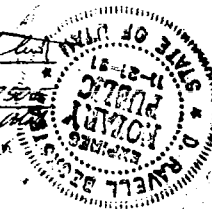
On the 16 day of August 1989, personally appeared before me LaRelle Ireland signer of the foregoing instrument, who duly acknowledged to me that on this date the said LaRelle Ireland executed the same.

My Commission Expires.

11-21-91

FOR
AGAINST

D. Randall Bechtel
Notary Public
residing at: 115 W 7500
Arden, UT



Reid W. Judd

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE

REID W. JUDD

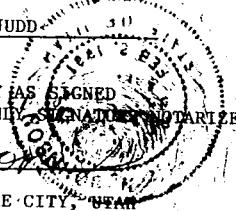
ENT 5949 BK 2668 PG 571

On the 1st day of SEPTEMBER 1989, personally appeared before me REID W. JUDD signer of the foregoing instrument, who duly acknowledged to me that on this date the said REID W. JUDD executed the same.

My Commission Expires.
02-02-91

SIGNATURE ON THIS PAGE ONLY HAS SIGNED ABOVE BY REID W. JUDD IS ONLY SIGNATURE NOTARIZED

Reid W. Judd
Notary Public
residing at SALT LAKE CITY, UTAH

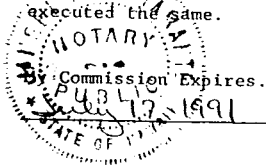


FOR
AGAINST

STATE OF)
) : ss.
COUNTY OF)

ENT 5949 BK 2668 PG 572

On the 31st day of August 1989, personally appeared before
me Helen Marie Moffat signer of the foregoing instrument, who
duly acknowledged to me that on this date the said Helen Marie Moffat
executed the same.



Kensel H. Bustamante
Notary Public
residing at: 1st Judicial Circuit

FOR X
AGAINST

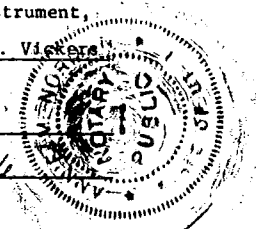
STATE OF Utah)
) ss.
COUNTY OF Utah)

ENT 5949 BK 2668 PG 573

On the 7th day of September, 1989, personally appeared before
me Clarence B. Vickers the signer of the foregoing instrument,
who duly acknowledged to me that on this date the said Clarence B. Vickers
executed the same.

My commission Expires:
11/5/90

Shirley D. Dumas
Notary Public
Residing at: Springville



FOR
AGAINST

Clarence B Vickers

AMENDED BY LAWS
OF
GARDEN PARK EAST HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

Section 1. The name of the Corporation is Garden Park East Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 325 East 500 North, Orem, Utah, but meetings of Members or Trustees may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Garden Park East Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, which is subject to, or any such additional property as may hereafter become

subject to this Declaration or any amendments or additions to this Declaration.

Section 4. "Common Area" shall mean all real property which is a part of the Properties and which is now or hereafter acquired by the Association for the benefit, use and/or enjoyment of its Members.

Section 5. "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Garden Park East Homeowners Association, Inc.

Section 7. "Member" or "Members" shall mean and refer to those persons entitled to membership in the association as provided in the Articles of Incorporation and By-Laws of said Association.

Section 8. "Dwelling" or "Dwellings" shall mean any structure, home, townhouse, apartment, units, condominium, and any other building existing upon any Lot, or upon the Properties.

Section 9. "Articles" shall refer to the Articles of Incorporation of Garden Park East Homeowners Association, Inc.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Garden Park East Homeowners Association, Inc. recorded in the office of the Utah County Recorder, State of Utah.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the Members shall be held on the 2nd ^{Tuesday in} ~~day of~~ June of each year, at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. At the first such meeting called, the presence of Members or of proxies entitled to cast

sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF TRUSTEES - SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Governing Board to be known as the Board of Trustees of not less than three (3) Trustees, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect one Trustee for a term of one (1) year, one Trustee for a term of two (2) years and one Trustee for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one Trustee for a term of three (3) years.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the

Members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Trustees, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meet-

ing. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of

business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at the special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declarations, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association as required by the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold

office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause

an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien

upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These by-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being a majority of the Members of the Garden Park East Homeowners Association, Inc., hereby amend the By-Laws as hereinabove provided.

Date: <u>Aug 11, 89</u>	<u>C. McConnell</u>
Date: <u>Aug 11, 89</u>	<u>Louise Lisoub</u>
Date: <u>Aug 11, 89</u>	<u>Billie Lou Carrier</u>
Date: <u>Aug 11, 89</u>	<u>Nancy O. Frame</u>
Date: <u>8-11-89</u>	<u>Emma Olsen</u>
Date: <u>8-11-89</u>	<u>E. Hanson</u>
Date: <u>8-11-89</u>	<u>James V. Nelson</u>
Date: <u>8-11-89</u>	<u>Amy P. Muir</u>
Date: <u>8-11-89</u>	<u>Calanna York</u>
Date: <u>8-11-89</u>	<u>Texas M. Norton</u>
Date: <u>8-11-89</u>	<u>Harold R. Southwick</u>

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: 8-11-89

Date: _____

Date: _____

James R. Green

Opie J. Taylor

Genevieve B. Smith

Gloria Rogers

Lois Lindhardt

Nadine Anderson

Shirley Jorgensen

Margie J. Corah

Necia L. Doty

Adrienne L. Doty

Alexa Jane Hawkins

Date: _____

Date: _____

Date: _____

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 11 day of August, 1989, personally appeared before me the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
5-22-92

Lois Belle Ireland
Notary Public
Residing at: Quinn, Utah

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the ___ day of _____, 1989, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that the _____ executed the same.

My Commission Expires:

Notary Public
Residing at: _____

STATE OF Utah)
: ss.
COUNTY OF Utah)

ENT 5949 BK 2668 PG 591

On the 14 day of August 1989, personally appeared before me LaRelle Ireland signer of the foregoing instrument, who duly acknowledged to me that on this date the said LaRelle Ireland executed the same.

My Commission Expires.

11-21-91

Richard Behrman

Notary Public

residing at: 115 N 750 E

Provo, Utah

FOR X
AGAINST

Reid W. Judd

REID W. JUDD

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE

On the 1st day of SEPTEMBER 1989, personally appeared before me REID W. JUDD signer of the foregoing instrument, who duly acknowledged to me that on this date the said REID W. JUDD executed the same.

My Commission Expires.
02-02-91

SIGNATURE ON THIS PAGE ONLY AS SIGNED
ABOVE BY REID W. JUDD/IS ONLY SIGNATURE NOTARIZED

William J. Peterson
Notary Public
residing at SALT LAKE CITY, UTAH

FOR
AGAINST

STATE OF)
 : ss.
COUNTY OF)

ENT 5949 BK 2668 PG 592

On the 31st day of August 1989, personally appeared before me Helen Moore Moffat signer of the foregoing instrument, who duly acknowledged to me that on this date the said Helen Moore Moffat executed the same.

My Commission Expires.

July 17, 1991

Jauesel H. Bustamante
Notary Public
residing at: 1st Judicial Circuit

FOR X
AGAINST

STATE OF Utah)
 : ss.
COUNTY OF Utah)

On the 7th day of September, 1989, personally appeared before me Clarence B. Vickers the signer of the foregoing instrument, who duly acknowledged to me that on this date the said Clarence B. Vickers executed the same.

My commission Expires:
11/5/90

Annie Harmon
Notary Public
Residing at: Springville

FOR ✓
AGAINST

Clarence B Vickers