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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RONALD DUBOIS
1738 OAK SPRINGS DR SLC, 84108
REC BY: B GRAY DEPUTY - WI

AMENDED ENABLING DECLARATION

FOR

OAK SPRINGS CONDOMINIUM ASSOCIATION

SECTION ONE

THIS AMENDED DECLARATION is made and executed this 1st day of October, 1994, by Oak Springs Condominium Association, hereinafter sometimes termed "DECLARANTS or ASSOCIATION" pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, Oak Springs Condominium Association is the owner of a parcel of land together with easements, privileges and appurtenances thereunto belonging, situate in Salt Lake County, State of Utah, and hereinafter more particularly described.

NOW, THEREFORE, for such purposes, DECLARANTS hereby make the following Declarations respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property submitted to said Condominium Association shall hereinafter be subject:

I. DEFINITIONS

1. The term "THE ACT" shall mean and refer to the Utah Condominium Ownership Act as the same may be amended from time to time.

2. The term "THE CONDOMINIUM ASSOCIATION" shall mean and refer to the unit owners and the hereinafter-described tract of land, together with all improvements and appurtenances located

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thereon or belonging thereto.

3. The term "RECORD OF SURVEY MAP" shall mean and refer to that certain Record of Survey Map filed with this Declaration dated the 28th day of June, 1971, consisting of 2 sheets, prepared by Robert B. Jones, a duly Registered Utah Land Surveyor.

4. The term "COMMON AREAS AND FACILITIES" shall mean and refer to:

- (1) The hereinafter-described land.
- (2) Those Common areas and Facilities specifically set forth and designated as such in the Record of Survey Map.
- (3) All foundations, perimeter walls, roofs and entrances and exits of the buildings.
- (4) The yards and gardens.
- (5) All installations for the furnishing of central services, such as yard sprinkler systems, water services to buildings, electrical power systems, walkways, natural gas systems, etc.
- (6) All other parts of the Condominium Association necessary or convenient to its existence, maintenance and safety or normally in common use, including roadways.
- (7) That part of the Condominium Association, not specifically included within the respective Unit or Limited Common Areas and Facilities.
- (8) All "Common Areas and Facilities" so defined in the Act, whether or not expressly listed herein, and which are not Limited Common Areas and Facilities.

5. The term "LIMITED COMMON AREAS AND FACILITIES" shall mean and refer to certain concrete drive ways and patios as indicated on the Record of Survey Map.

6. The term "MANAGEMENT COMMITTEE" shall mean and refer to the duly elected Management Committee of the Oak Springs Condominium Association which is charged with and has the responsibility and authority to make and to enforce all reasonable rules and regulations covering the operation and maintenance of the Condominium Association .

7. The term "UNIT" shall mean and refer to one of the individual Units contained within the Condominium Association comprising one of the respective parts of the Condominium Association which is designated as such on the Record of Survey Map and which is intended to be independently owned, encumbered and/or conveyed, including the garage belonging to a Unit, the walls and partitions which are wholly contained within a designated Unit and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings. The paint or other finishing on the inside surfaces of perimeter walls (the exterior walls of the building), shall be deemed to be a part of the pertinent Unit, but all other portions of said perimeter walls shall be deemed to be Common Areas and Facilities. Partition walls, i.e., walls common to two Units, shall be deemed to be part of the Units they separate, and each Unit shall be deemed to include as part thereof the entire area within and extending to the center of such partition walls. Should a Unit Owner own two or more adjoining

Units, such Unit Owner shall be deemed to own, (i) the entirety of the partition wall between the Units which he owns, and (ii) all of the pipes, wires, conduits, or other utility lines within such Units, if he or his predecessor in interest originally paid for the cost thereof. The term "Unit" shall not, however, be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding such Unit, except as shown otherwise on the Record of Survey Map, nor shall it be deemed to include the patio or the pipes, wires, conduits or other public utility lines running through or under such Unit which are utilized for or serve more than one Unit.

8. The term "UNIT NUMBER" shall mean and refer to the number, letter or combination thereof designating the Unit and the attached or designated garage and attached patio as designated in the Record of Survey Map.

9. The term "UNIT OWNER" shall mean and refer to the legal owner of a Unit as herein defined and the owner of undivided interest in the Common and Limited Common Areas and Facilities.

10. The term "EXCLUSIVE USE" shall mean and refer to the use of the Limited Common Areas and Facilities.

11. The term "MAJORITY" or "MAJORITY OF THE UNIT OWNERS" shall mean and refer to the owners of more than seventy percent in the aggregate in interest of the undivided ownership of the Common and Limited Common Areas and Facilities.

12. The term "COMMON EXPENSES" shall mean and refer to all sums lawfully assessed by the Management Committee against the Unit

owners in accordance with the provisions of the Act, this Declaration, the Bylaws of the Management Committee (a copy of which is attached hereto as Exhibit "B" and by this reference made a part thereof), the Management Agreement for the operation of the Condominium Association, if any, and such rules and regulations pertaining to the Condominium Association as the Management Committee may from time to time make and adopt.

13. The term "PROFITS" shall mean and refer to the balance of all income, rents, profits and revenues received by the Management Committee from or in connection with the management and operation of the Condominium Project which may remain after the deduction of the common expenses.

14. The term "MANAGER" shall mean and refer to the person, persons, corporation or institution selected by the Management Committee, if any, and who shall be subject to its control.

15. To the extent applicable to the tenure hereof and not expressly inconsistent herewith, definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made parts hereof.

II. SUBMISSION

Declarants hereby submit to the provisions of the Act as a Condominium Project to be known as Oak Springs Condominium Association, the following-described tract of land situate in Salt Lake County, State of Utah, to wit:

DESCRIPTION

Beginning at a point on the east line of a county road said point being the Southwest corner of Lot 1, Oak Springs

Subdivision, a subdivision of part of the West half of Section 14, Township One South, Range One East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, as same is recorded in Salt Lake County Recorder's Office, as Entry No. 2243980, dated May 6, 1968 in Book FF, Page 54, and running thence North 0°17'39" West 66.00 feet to a point of curve to the left the center of which is South 89°42'21" West 239.79 feet; thence Northwesterly along the arc of said curve 132.86 feet; thence North 61°32'23" East 84.87 feet; thence South 19°12'55" East 19.53 feet; thence East 146.00 feet; thence South 71.33 feet; thence West 95.17 feet; thence South 71.33 feet; thence East 95.17 feet; thence South 71.34 feet to the Southeast corner of Lot 9 of said Oak Springs Subdivision; thence West 190.17 feet to the point of beginning.

SUBJECT TO any and all easements and rights of way for water, sewer, power, telephone and other utilities and any and all easements and rights of way shown on the survey plat of said Oak Springs Condominium Association consisting of 2 sheets, and any and all easements of record, visible on the land or enforceable in law and equity.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration and submission are made upon and under the following covenants, conditions and restrictions:

1. The buildings and improvements of the Oak Springs Condominium Association are located and are to be located upon the tract of land hereinabove described.
2. The Condominium Association is intended and restricted to use for individual housing purposes.
3. A description of the buildings showing the character of construction, the number of stories and basements, the number of units, garages, and patios and their identity, the approximate areas and immediate common access areas are set forth in and upon the Record of Survey Map which is being recorded with this Declaration and to which reference is hereby made for all of such information.

4. The description of Common and Limited Common Areas and Facilities as identified in the definition of terms herein above set forth in this Declaration. The individual unit owner to whom the use of the individual Limited Common Areas and Facilities is reserved is that Unit owner whose Unit is attached to or nearest to said individual Limited Common Areas and Facilities as shown by the Record of Survey Map.

5. The percentage of undivided interest ownership in the Common and Limited Common Areas and Facilities appurtenant to each Unit and to its owner for all purposes, including voting, is more particularly shown upon Exhibit "A" attached hereto and by this reference made a part hereof.

6. This Declaration and the Covenants, restrictions, limitations, conditions and uses herein provided for shall constitute covenants running with the land which is hereby submitted to the Condominium Association and shall be binding upon the Declarants and their successors and assigns and upon all subsequent owners of users of all or any part of the Condominium Association and upon their grantees, successors, heirs, executors, administrators, devisees and assigns.

7. The name of the person to receive service of any process which may be authorized by law or under the provisions of this Declaration or under the provisions of the Act is Ronald DuBois, who resides at 1738 Oak Springs Drive, in Salt Lake City, Salt Lake County, State of Utah; provided, however, that the Management Committee shall have the right to appoint a successor or substitute

process agent. Such successor or substitute process agent shall be designated and appointed by duly executed instrument filed in the Office of the County Recorder of Salt Lake County, State of Utah, for attachment to this Declaration.

8. The Condominium Association, including the Common and Limited Common Areas and Facilities shall be managed, operated and maintained by a Management Committee as agent of the Unit owners in accordance with the terms, conditions and provisions of:

- (1) The Act;
- (2) This Declaration;
- (3) The Bylaws of the Management Committee attached hereto as Exhibit "B" and by this reference made a part hereof and any amendments thereto;

(4) Such rules and regulations pertaining to the Condominium Association as the Management Committee may from time to time duly adopt and all agreements and determinations lawfully made by the Management Committee and respecting the Condominium Association not in contravention of the Act, this Declaration and the Bylaws.

9. In the event of the destruction or damage of any building or buildings in the Condominium Association, the following procedure shall apply: (i) If loss arising from such destruction of damage to any unit does not exceed the sum of \$5000.00, The Management Committee shall be responsible for repairing, rebuilding, and/or restoring the property to the condition it was in immediately prior to such destruction or damage, and the Management Committee shall in this connection be entitled to use

for such purpose the proceeds of any insurance policies which it may have had in force on the said building or buildings as of the date of such destruction or damage. (ii) In the event that such destruction or damage to any one unit exceeds the sum of \$5000.00, but is less than 25 percent of the value of the property damaged or partially destroyed, the proceeds of any insurance policies shall be paid in trust to a bank or trust company in Salt Lake City agreeable to all mortgagees of the premises and the Management Committee, and such proceeds shall be employed in repairing, rebuilding, and/or restoring the property to the condition it was in immediately prior to such destruction or damage under a disbursement schedule and pursuant to appropriate agreement between such mortgagees and the Management Committee. (iii) In the event that such destruction or damage amounts to 25 percent or more of the value of the property damaged or partially or completely destroyed, the unit owners shall at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not such property shall be rebuilt, repaired, or disposed of. Such determination must be approved by all mortgagees of the premises or in the event any mortgagee refuses to approve such rebuilding or repair then the mortgage held by such mortgagee shall be either purchased or discharged by payment in full. The determination under this paragraph of the extent of any damage to the project shall be made by a group of three (3) appraisers who shall be selected by the Management Committee for that purpose. In the event that all of such appraisers cannot agree on the extent of

the damage or destruction to the unit or units in the Condominium Association, the decision of any two (2) with respect thereto shall be conclusive unless unit owners representing the ownership of not less than 75 per cent of the units agree to the withdrawal of the Condominium Association from the provisions of the Act and to its subsequent disposal. If the unit owners determine that the premises shall be repaired, rebuilt, or restored to the same condition that they were in immediately prior to such destruction or damage, then the procedure outlined in (ii) above with respect to the handling of insurance proceeds shall apply and be employed. In the event that the cost of such repair, rebuilding, or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, then all of the unit owners shall contribute to such additional costs in relation to their undivided interests in the Common and Limited Common Areas and Facilities. In the event that 75 per cent or more of the unit owners agree to the withdrawal of the Condominium Association from the provisions of the Act and to its subsequent disposal, then the proceeds of insurance and the proceeds arising from such disposal shall be paid to the mortgagees, if any, of the premises to the extent of the amount of any indebtedness, and any surplus of such proceeds shall be paid to the Management Committee for distribution to the unit owners as their interests may appear.

10. Except as herein otherwise provided, the vote of more than 75 percent (75%) in the aggregate in the interest of undivided

ownership of the Common and Limited Common Areas and Facilities shall be required to amend this Declaration and/or the Record of Survey Map, which approval and consent shall be evidenced by duly executed and recorded instruments. Declarants hereby reserve and are hereby vested with the right to amend this Declaration and/or the Record of Survey Map, consistent always with the provisions of the Act.

11. As more fully provided in Section 2 of Article XIX of the Bylaws, the Management Committee shall insure that the Condominium Association is at all times covered by fire, liability and property insurance in the name or names of such person or persons and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. The individual unit owners may carry insurance coverage of their own on such of their individual property as may be located in their Units and shall procure such further insurance coverage respecting their ownership, use or occupation of their individual units as they may deem necessary; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on a unit of which he is the owner in such a way as to decrease the amount which the Management Committee may realize under any insurance policy which the Management Committee may have in force on the Condominium Association at any particular time.

12. Each Unit Owner, tenant or occupant of any unit shall comply with the provisions of the Act, this Declaration, the Bylaws of the Management Committee and the rules and regulations referred

to above and all agreements and determinations lawfully made and/or entered into by the Management Committee, including any amendments thereto and any failure to comply with any of the provisions of said Act, Declaration, Bylaws, rules, regulations, agreements and determinations, or any amendments thereto, shall be grounds for an action by the Management Committee to recover any loss or damage resulting therefrom or for injunctive relief.

13. The Management Committee shall have and it is hereby given the authority to grant such utility easements over and across the Common and Limited Common Areas and Facilities as shall be determined by the Management Committee to be in the best interests of the Unit Owners.

14. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act.

15. If any provision of this Declaration is determined to be invalid, then the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

16. This Declaration shall take effect upon recording as provided by the Act.

Made and Executed the day and year first above written.

OAKS SPRINGS CONDOMINIUM ASSOCIATION

Ronald DuBois
Ronald DuBois
President

Subscribed and sworn to before me
this 28th day of October, 1994

My Commission expires 1-1-96

Dev Ferguson
Notary Public

Residing at Salt Lake City

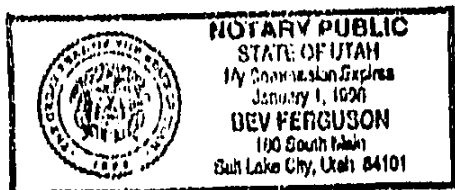


EXHIBIT "A"
 TO
 OAK SPRINGS CONDOMINIUM ASSOCIATION

The project will have five (5) buildings with two (2) units each. Each unit will own the percentage of the Common and Limited Common Areas and Facilities as hereinbelow set forth:

BUILDING	UNIT NO.	PERCENT OWNERSHIP IN COMMON AND LIMITED COMMON AREAS AND FACILITIES, (ALSO DETERMINATIVE OF VOTING RIGHTS AND PRO RATA SHARE OF OWNERS EXPENSES)	
A	1	1/10	(10%)
A	2	1/10	(10%)
B	3	1/10	(10%)
B	4	1/10	(10%)
C	5	1/10	(10%)
C	6	1/10	(10%)
D	7	1/10	(10%)
D	8	1/10	(10%)
E	9	1/10	(10%)
E	10	1/10	(10%)

EXHIBIT "B"

AMENDED BYLAWS OF THE MANAGEMENT COMMITTEE
OF THE
OAK SPRINGS CONDOMINIUM ASSOCIATION

These Amended Bylaws are adopted for the government of the Oak Springs Condominium Association, pursuant to the provisions of the Utah Condominium Ownership Act and the Declaration of OAK SPRINGS CONDOMINIUM ASSOCIATION executed pursuant to the provisions of such Act.

ARTICLE I.

DEFINITION OF TERMS

The term "COMMITTEE" means the Management Committee of the Oak Springs Condominium Association.

The term "OWNER OR OWNERS" means the unit owner or owners of units in the Oak Springs Condominium Association.

The term "ASSOCIATION" means the Oak Springs Condominium Association.

The term "ACT" means the Utah Condominium Ownership Act.

The term "DECLARATION" refers to the instrument to which these Bylaws are attached as Exhibit "B".

ARTICLE II.

ESTABLISHMENT OF MANAGEMENT COMMITTEE

The Committee is established as an agent of the Owners and the acts and duties of the Committee performed in accordance with these Bylaws are performed as the agent of the Owners.

ARTICLE III

NUMBER OF COMMITTEE AND SELECTION OF MEMBERS

The Committee shall be composed of five (5) members. The members of the Committee shall be elected annually at a meeting of the Owners called for that purpose. At each annual meeting of the Owners each Committee member shall be elected for a term of one year. Each Owner shall be entitled to the number of votes equal to his or its percentage of undivided interest ownership in the Common and Limited Common Areas and Facilities of the Association.

ARTICLE IV

MEETING OF OWNERS

Section 1: Annual Meeting. The annual meeting of the Owners shall be held at 7:00 o'clock, P. M. on the 1st Wednesday in November of each year at such place as shall be stated in the notice of the meeting; provided that whenever such date falls on a legal holiday the meeting shall be held on the next succeeding business day. At such meeting the Owners shall elect Committee members for one-year terms to serve until their successors shall be elected and shall qualify. Only Owners shall be elected members of the Committee.

Section 2: Special Meetings. Special meetings of the Owners may be called by the President, by a majority of the Committee members, or by any number of Owners holding at least 70 % of the undivided ownership interest in the Association.

Section 3: Calls and Notices. The calls and notices of all meetings of the Owners shall conform to the provisions of these

Bylaws.

Section 4. **Presiding Officer.** The President, and in his absence a Vice President, of the Committee shall preside at all such meetings.

Section 5. **Quorum.** At any meeting of the Owners, the holders of 70% or more of the undivided ownership interest in the Association shall constitute a quorum for all purposes, provided, however, except as otherwise provided by law or the Declaration, that no capital expenditure for the Association of more than \$2000.00 shall be authorized except upon a vote of the holders of more than 70% of the undivided ownership interest in the Association.

ARTICLE V.

MANAGING COMMITTEE

Section 1: **Responsibilities.** The business and property of the owners shall be managed by the Committee. The Committee may, however, engage the services of a Project Manager and enter into such management agreement or agreements as it may deem desirable.

Section 2: **Vacancies.** In case of any vacancy in the Committee the remaining members may elect a successor member to hold office until the next meeting of the Owners.

Section 3. **Regular Meetings.** A regular annual meeting of the Committee shall be held immediately after the adjournment of each annual meeting of the Owners at the place at which such Owners' meeting was held. Regular meetings other than the annual meeting shall be held at regular intervals at such place and at such time

as the Committee may from time to time by resolution provide.

Section 4: Special Meetings. Special meetings of the Committee shall be held whenever called by the President, the Vice President, or a majority of the Committee. By unanimous consent of the Committee members, special meetings may be held without call or notice at any time or place. Notice of all calls and meetings of the Committee shall be as provided in those Bylaws.

Section 5: Quorum. A quorum for the transaction of business at any meeting of the Committee shall consist of four of the members then in office.

Section 6: Compensation. Committee members as such shall not receive any stated salary for their services, but by resolution of the Owners a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Committee, provided that nothing herein contained shall be construed to preclude any Committee member from serving the Owners in any other capacity and receiving compensation therefor.

ARTICLE VI.

OFFICERS

Section 1: Selection of Officers. The Committee shall perform its functions through its officers, who shall be appointed by the Committee. Such appointment shall regularly take place at the first meeting of the Committee immediately following the annual meeting of the Owners; provided, however, that such appointment may be made at any other meeting of the Committee.

Section 2: Additional Officers and Agents. The Committee may

appoint such other officers and agents in addition to those herein below expressly named as it shall deem necessary and who shall have such authority to perform such duties as may be prescribed from time to time by the Committee.

Section 3: Removal. All officers and agents of the Committee shall be subject to removal with or without cause at any time by the affirmative vote of the majority of the then members of the Committee.

ARTICLE VII.

PRESIDENT

The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Association. He shall sign all contracts on behalf of the Committee and shall do and perform all acts and things which the Committee may require of him. He shall serve without compensation.

ARTICLE VIII.

VICE PRESIDENT

In the event of the President's absence or inability to act, the Vice President shall have the powers of the President.

ARTICLE IX.

SECRETARY

The Secretary shall keep the minutes of the Committee and such records as these Bylaws or any resolution of the Committee may require him to keep. He shall perform such other services as the Committee may impose upon him and shall receive such compensation

as the Committee may fix or approve.

ARTICLE X.

TREASURER

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 President so to do, report the state of the finances of the Committee at each annual meeting of the Owners and at any meeting of the Committee. He shall perform such other services as the Committee may require of him and shall receive such compensation as the Committee may fix or approve. He shall furnish the Committee with a bond conditioned upon the faithful performance of his duties in such amount and with such sureties as the Committee shall require. The offices of Secretary and Treasurer may be held by the same person.

ARTICLE XI.

CALLS AND NOTICES OF MEETINGS

Section 1: Annual Meeting. At least ten (10) days before the date of the annual meeting of the Owners the Secretary shall cause a written notice setting forth the time, place and general purpose of the meeting to be delivered personally or deposited in the mail with postage prepaid, addressed to each Owner of record at his last known post office address.

Section 2: Special Meetings. Notice of special meetings of the Owners shall be given to each Owner in writing at least forty-eight (48) hours before the time fixed for the meeting and shall be delivered personally or mailed postage prepaid to each Owner at his

last known post office address. Whenever all of the Owners shall meet in person or by proxy, such meeting shall be valid for all purposes. No call or notice of any meeting of Owners shall be necessary if a waiver of call and notice is signed by all of the Owners.

Section 3: Special Committee Meetings. Notice of special meetings of the Committee shall be given to each member orally or in writing at least twenty-four (24) hours before the time fixed for the meeting. No notice need be given of regular meetings of the Committee. Whenever all members of the Committee meet, such meetings shall be valid for all purposes. No call or notice of any meeting of the Committee shall be necessary if a waiver of call and notice is signed by all of the Committee members.

ARTICLE XII.

ANNUAL STATEMENT

The Committee shall present at each annual meeting of the Owners, and when called for by a vote of the Owners at any special meeting, a full and complete statement of the business and condition of the Committee and the Association.

ARTICLE XIII.

FISCAL YEAR

The fiscal year of the Committee shall be on a calendar year basis unless otherwise fixed.

ARTICLE XIV.

BUILDING RULES

The Committee shall have the power to adopt and establish by

resolution such building, management and operational rules as the Committee shall deem necessary for the maintenance, operation, management and control of the Association and the Committee may from time to time by resolution alter, amend and repeal such rules.

ARTICLE XV.

AMENDMENT OF BYLAWS

These Bylaws may be amended with the consent of the holder or holders of any mortgage or trust deed upon the Condominium Association project and by the affirmative vote of the Owners of more than 75% per cent in interest of the Common and Limited Common Areas and Facilities of the Association at any regular or special meeting of the Owners called and noticed for that purpose.

ARTICLE XVI.

OPERATION AND MAINTENANCE OF CONDOMINIUM ASSOCIATION

The Committee as agent for the Owners shall be responsible for the maintenance, control, operation and management of the Association in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the Association is established and submitted to the provisions of the Act, these Bylaws, such management agreement as the Committee may enter into and such building, management and operational rules and regulations as the Committee may from time to time adopt 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 maintenance, control operation and management of the Association and of the Common and

Limited Common Areas and Facilities appurtenant thereto. The Management Committee shall provide each unit with water, general repair and maintenance as may be reasonably required for the proper and necessary care, maintenance and repair of all of the Common and Limited Common Areas and Facilities. In addition, the Committee will be responsible for the proper and reasonable painting and repairing of all fences, railings and outside building walls within the project. The Committee shall have no obligation or responsibility with respect to the care or maintenance of areas inside the individual units. Owners shall be responsible for the general maintenance of their respective patios, glass walls, windows, doors and garages.

ARTICLE XVII.

PAYMENT OF EXPENSES AND DISTRIBUTION OF INCOME

Section 1: Payment of Expenses. All costs and expenses incurred by the Committee as agent for the Owners in connection with the maintenance, control, operation and management of the Association shall be paid and discharged by the Committee or the Project Manager, if any, from the general operating reserve fund, as the same shall become due and payable. Each Owner shall in turn pay the Project Manager or Committee for his share of said costs and expenses on the basis of such Owners's proportional interest in the Association's Common and Limited Common Areas and Facilities. Such payments by the Owners to the Project Manager or Committee shall be paid monthly in advance and shall be payable on such day and in such amounts as the Committee shall determine; provided,

however, that the total amount of all payments required to be paid by any Owner to the Project Manager or Committee during any given year shall not exceed such Owners's proportional part of the actual cost and expenses of the Association during such year.

Section 2: Remedies for Non-Payment of Common Expense. Should any Owner fail to Pay his share of the common expenses at the time the same become due, The Committee shall be and is hereby authorized and empowered for and on behalf of the Owners to enforce any right or remedy authorized by the Act, the Declaration, these Bylaws, the Management Agreement, or any other instrument respecting such pay, right or remedy, as provided by law.

ARTICLE XVIII.

ANNUAL BUDGET

On or before the first Wednesday of November of each year the Committee shall prepare an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming year and taking into account the general condition of the Association. Each such budget, together with a written statement from the Committee outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners in final draft on or before the first Wednesday of each year. Such budget, with any changes therein, shall be adopted by the Owners at each annual meeting. Said operating budget shall serve as a supporting document for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also

constitute a major guideline under which the Committee and the Project Manager, if any, shall operate during such annual period, and there shall be no substantial variances therefrom, except in the case of emergencies, by the Project Manager, if any, without the approval and consent of the Committee.

ARTICLE XIX.

TAXES AND INSURANCE

Section 1: Taxes. It is acknowledged that under the Utah Condominium Ownership Act each of said units and each of said units percentage of undivided interest in the Common and Limited Common Areas and Facilities of the Association 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 result thereof no taxes will be assessed or payable against the Association as such. Each Owner will therefore pay and discharge any and all taxes which may be assessed against any said unit of which he is the Owner, and against the percentage of undivided interest in the Common and Limited Common Areas and Facilities of the Association, and against any items of personal property located in or upon any unit of which he is the Owner.

Section 2: Insurance. The Committee shall secure and maintain the following insurance coverage on the Association:

(a) A policy or policies of fire insurance as provided in paragraph 11, Section III of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the units and Common and Limited Common Areas and

Facilities of the Association or such other fire and casualty insurance as the Committee shall determine to be necessary to provide substantially equal protection to the Owners, and their mortgagees, 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 each unit, if any.

(b) A policy or policies as provided in paragraph 11, Section III of the Declaration insuring the Committee, the Owners and the Project Manager, if any, against any liability to the public or to the Owners of units and of the Common and Limited Common Areas and Facilities, and their invitees, or tenants, incident to the ownership and/or use of the Project: and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand (\$300,000.00) for any one person injured, in any one accident, nor less than Five Hundred Thousand (\$500,000.00) for all persons injured, in any one accident, and not less than Fifty Thousand (\$50,000.00) for property damage each occurrence. Such limits and coverage shall be reviewed at least annually by the Committee and increased in 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 respects his, her or their action against another named

insured.

The Committee shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, and including 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, which insurance shall be governed by the following provisions:

(a) All policies shall be secured with a company licensed to do business in the State of Utah and holding a rating of "A" or better by Best's Insurance Reports;

(b) Authority to adjust losses under policies hereafter in force in the Project shall be vested in the Committee or its authorized representative;

(c) In no event shall the insurance coverage obtained and maintained by the Committee hereunder be brought into contribution with insurance purchased by individual Owners or their mortgages;

(d) Each Owner may obtain additional insurance at his own expense, 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 Committee, in behalf of all of the Owners, may realize under any insurance policy which the Committee may have in force on the Project at any particular time;

(e) Any Owner who obtains individual insurance policies

covering any portion of the Association other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Committee within thirty (30) days after purchase of such insurance;

(f) The Committee shall be required to make every effort to secure insurance policies that will provide:

(1) A waiver of subrogation by the insurer as to any claim against the Committee, the Project Manager, if any, the Owners and their respective servants, agents and guests;

(2) That the master policy on the Association cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(3) That the policy cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Committee or Project Manager without a prior demand in writing that the Committee or Project Manager cure the defect;

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

ARTICLE XX.

PROJECT MANAGER

The Committee may employ a Project Manager for the Association under a management agreement containing such terms and conditions

as the Committee shall deem to be in the interest of the Owners. Such Project Manager shall be responsible for managing the Association for and on behalf of the Owners in accordance with these Bylaws and said management agreement.

ARTICLE XXI.

RIGHT OF ENTRY

Section 1: By the Committee. The Committee and its duly authorized agents shall have the right to enter any and all of said units in case of an emergency originating in or threatening such unit or any part of the Association, whether the Owner or occupant thereof is present at the time or not. The Committee and its duly authorized agent shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs on the Common and Limited Common Areas and Facilities of the Association.

Section 2: By Committee and Project Manager. The Committee and/or the Project Manager and their duly authorized agents and representatives shall have the right to enter any of said units contained within the Association for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, that such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other units in the Association and provided further that the Owner affected by such entry shall first be notified thereof if available and time permits.

ARTICLE XXII

REIMBURSEMENT FOR DAMAGES

Each Owner shall promptly perform or cause to be performed all maintenance and repair work within any of said units owned by him which if omitted will adversely affect the building in which said unit is located in its entirety or any part of the Project and shall be liable in damages for any failure on his part so to do. Each Owner shall also reimburse the Committee for the full value of any repairs or replacements to the Common and Limited Common Areas and facilities made necessary through the negligence or fault of such Owner or such Owner's tenants.

ARTICLE XXIII

NUISANCES

No Owner or occupant shall cause, permit or suffer any nuisance to be created or carried on in any unit of which he is the Owner or occupant.

ARTICLE XXIV.

PARKING FACILITIES

Each owned unit will include a two-car garage. The driveways to these garages shall be part of the Association's Limited Common Areas and Facilities. The use of these driveways is for the exclusive use of the Owners to whose garage they pertain. Automobiles may be parked on the roadways in front of the Owner's units according to directions.

ARTICLE XXV.

USE AND OCCUPANCY

Section 1: Obstruction of Common Areas and Facilities. No Owner shall cause or allow nor permit any person over whom he has or may exercise supervision or control to cause or allow any exit, entrance, roadway, driveway, or sidewalk in or on the Project to be obstructed or to be used for any purpose other than for ingress to or egress from said units of the Association.

Section 2: Use of Units. No Owner or occupant of any of said units shall without the prior written consent of the Committee occupy or use any of said units or permit any person over whom such Owner or occupant has or may exercise supervision and control to occupy or use the same for any purpose other than a private dwelling or to permit or suffer anything to be done or kept in or on any of said units which would constitute a nuisance or violation of any law, ordinance or regulation which would increase the rate of fire insurance on the Association or which might otherwise interfere with the rights of other Owners or occupants of the Association. No advertisement or illumination shall be inscribed or exposed on or at any window or outside wall of the Association.

The porch and patio pertaining to each unit is for the exclusive use of that Owner, except in cases of fire or other emergency.

Section 3: Maintenance of Units. Each Owner or occupant of any of said units shall at such Owner's or occupant's sole cost and expense maintain the interior of such unit and its equipment and appurtenance in good order, condition or repair and in a clean and sanitary condition and do all redecorating, painting, or varnishing which may at any time be necessary to maintain such unit in a clean

and attractive condition. No such Owner or occupant shall, however, without the prior written consent of the Committee make or permit to be made any structural alteration, improvement or addition in or to any of said units which would adversely affect the construction, design, or appearance of the building in which said unit is situated or any other unit. No shade, awnings or window guards shall be used on the outside of any building contained within the Association without the prior written approval of the Committee. No radio or TV antenna or aerial shall be installed on the outside of any building contained within the Association without the prior written consent of the Committee.

Section 4: Pets. No bird or animal shall be kept or harbored in the Association unless the same, in each instance, be expressly permitted by the Committee in writing. The Owner shall indemnify the Committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal or pet in, on or about the Association.

Section 5: No Waiver of Strict Performance. The failure on the part of the Committee to insist in one or more instances upon a strict performance of any of the terms, covenants or conditions of the aforesaid Act, Declaration, Record of Survey Map, management agreement, rules, regulations, agreements, therein contained shall not constitute nor be construed as a waiver or relinquishment of any other right which the Committee may have hereunder or which it may hereafter acquire.

ARTICLE XXVI.

PARTIAL INVALIDITY

If any provision of these Bylaws is held invalid such determination shall not affect the remaining provisions hereof.

ADOPTED AND APPROVED THIS 1st day of October, 1994 by the Management Committee of the Oak Springs Condominium Association

Ronald DuBois

Ronald DuBois

Subscribed and sworn to before me this 28th day of October 1994

My Commission expires: 1-1-96

Dev Ferguson
Notary Public

Residing at Salt Lake City

President

