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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND BY-LAWS
FOR
SPRING HILL CONDOMINIUM PROJECT

BK7268PG1997

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND BY-LAWS

FOR

SPRING HILL CONDOMINIUM

This Amended and Restated Declaration of Covenants, Conditions and Restrictions, hereinafter called "Third Amended Declaration," and the By-Laws which are attached hereto and made a part hereof are made and executed in Salt Lake County, Utah by the SPRING HILL CONDOMINIUM HOMEOWNERS ASSOCIATION this 3rd day of November, 1995 as an amendment to and restatement of the original Declaration of Covenants, Conditions, and Restrictions.

RECITALS

WHEREAS, the original Declaration was recorded on the 6th day of September, 1973, by SPRING HILL CONDOMINIUMS, INC., a Utah corporation (the "Declarant") as Entry No. 2567817, in Book 3414, at Page 28 of the official records of the County Recorder of Salt Lake County, Utah (the "Original Declaration");

WHEREAS, the Original Declaration was amended by a written instrument recorded on December 12, 1973, by Declarant as Entry No. 2537689, in Book 3475, at Page 154 of the official records of the County Recorder of Salt Lake County, Utah (the "Amended Declaration");

WHEREAS, the Amended Declaration was subsequently modified by a written instrument entitled "Amended Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums recorded the 21st day of November, 1990, as Entry No. 4991878, in Book 6269, at Page 2115 of the official records of the County Recorder of Salt Lake County, Utah (the "Second Amended Declaration");

WHEREAS, Declarant has sold the fee title to the individual units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed;

WHEREAS, management, operation and control of the Common Areas and Facilities at the Project have been turned over by the Declarant to the Association;

WHEREAS, Paragraph 27 of the Declaration provides that the Declaration can be amended upon the approval or consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities; and that

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Paragraph 27 further provides that any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that the unit owners representing at least two-thirds (2/3) of the undivided interest in the common areas and facilities have approved and consented to any such amendment; and

WHEREAS, the approval votes necessary to amend the Declaration has been obtained, copies of which are attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for such purposes, the Association hereby makes the following Third Amended Declaration, which shall be equitable servitudes and run with the land.

ARTICLE 1
Name of the Condominium Project

The name by which the condominium property shall be known is "Spring Hill Condominiums, Phase One."

ARTICLE 2
Definitions

Those definitions contained in the Utah Condominium Ownership Act (the "Act"), to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as is expressly set forth herein and made a part hereof. The terms used herein shall have the meaning stated in the Act and as follows unless the context clearly indicates a different meaning therefor:

1. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to attorney's fees, late charges, service fees, recording costs, filing and recordation fees, accruing interest, fines, penalties and expenditures actually incurred by the Association.
2. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Spring Hill Homeowners Association on file in the offices of the State of Utah.
3. Association shall mean and refer to the "Association" comprised of all of the Owners of Units in the Project taken as, or acting as, a group.
4. Buildings shall mean and refer to any improvements on the Property with walls and a roof, including but not limited to the clubhouse and dwelling structures containing Units.
5. By Laws shall mean and refer to the By Laws of the Spring Hill Homeowners Association.

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6. Capital Improvement shall mean and refer to all non-recurring expenses (as opposed to day-to-day expenses) to repair, maintain or replace significant fixed assets in the Project, such as areas of ingress to and egress from the Project, roads, sidewalks, exterior lighting, swimming pool and clubhouse, intended to restore, enhance, improve or ameliorate the utility, value or beauty of the Common Areas or Facilities.

7. Committee shall mean and refer to the Management Committee of Spring Hill as duly constituted.

8. Common Areas shall mean and refer to all real property in the Project in which the Association owns an interest for the common use and benefit of its Members, their successors, assigns, tenants, families, guests and invitees, including but not limited to the following items:

a. The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, but excluding the individual Units.

b. All Common Areas and Facilities designated as such in the Survey Map or Maps;

c. All Limited Common Areas designated as such in the Survey Map or Maps;

d. All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners, such as telephone, electricity, gas, water, and sewer;

e. The Project's outdoor grounds, lighting, perimeter fences, landscaping, sidewalks, open parking spaces, and roadways;

f. All portions of the Project not specifically included within the individual Units; and

g. All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the property owned by the Members of the Association as tenants in common.

9. Common Area Fees shall mean and refer to all common expenses or incurred to operate and maintain the Project, including sums designated for the reserve account or accounts, which are assessed against each Unit, and which each Unit Owner is obligated to pay.

10. Community shall mean and refer to the Spring Hill

Project, including all real property and interests in the real property described in this Declaration.

11. Community Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community and other similarly situated first class subdivisions in the county. This standard may be more specifically determined by the Management Committee from time to time.

12. Condominium Unit shall mean and refer to a separate physical part of the property intended for independent use, consisting of rooms or spaces located in a building. Condominium units are designated on the Map. Mechanical equipment and appurtenances located within any one Condominium Unit or located without said Unit but designated and designed to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile, linoleum, etc. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the building within which the Unit is located shall be deemed to be part of the Unit.

13. Declaration shall mean and refer to this Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Spring Hill.

14. Family shall mean and refer to a group of natural persons residing in the same Unit and maintaining a common household.

15. Guest shall mean and refer to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular resident, including but not limited to lessees, tenants and the family, employees, licensees or invitees of Owners, tenants or lessees.

16. Improvement shall mean and refer to all existing structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, fixtures, walkways, plumbing and electrical systems, heating and air conditioning systems, utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, green space, trees, shrubs, bushes, recreational facilities and

amenities.

17. Land shall mean and refer to the real property subject to this Declaration.

18. Limited Common Areas shall mean and refer to those Common Areas designated in this Declaration or in the Survey Map as reserved for the use of a certain Unit or Owner to the exclusion of the other Units or Owners. Any doorsteps, porches, balconies, patios, private yard areas, or other locations intended to serve a single Unit, shall constitute Limited Common Area appertaining to that Unit exclusively, whether or not the Survey Map or Maps makes such a designation.

19. Majority shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totalling more than fifty (50%) percent of the total eligible number.

20. Management Committee shall mean and refer to the committee of Owners elected to manage and operate the Association.

21. Manager shall mean and refer to the person or entity appointed or hired to manage and operate the Project.

22. Map shall mean and refer to the Record of Survey Map on file in the office of the County Recorder of Salt Lake County.

23. Member shall mean and refer to an Owner. Each Owner is obligated, by virtue of his ownership, to be a member of the Association.

24. Mortgage shall mean and refer to both a first mortgage or first deed of trust on any Unit, but shall not mean or refer to an executory contract of sale.

25. Mortgagee shall mean and refer to a mortgagee under a first mortgage or a beneficiary under a first deed of trust on any Unit, but shall not mean or refer to a seller under an executory contract of sale.

26. Notice and Hearing shall mean and refer to the procedure which gives an Owner notice of an alleged violation of the Declaration, By Laws, or administrative Rules and Regulations adopted by the Management Committee from time to time, the right to a hearing before the Committee or its designated agent.

27. Owner shall mean and refer to the proprietor of any Unit and shall be presumed to be the owner of record or vested owner according to the records of the county recorder of

Salt Lake County, Utah.

28. Permanent Resident shall mean and refer to anyone who resides in a Unit for more than four (4) consecutive weeks or for more than eight (8) weeks in any calendar year.

29. Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

30. Project shall mean and refer to the Spring Hill Condominium Project.

31. Property shall mean and refer to the land or real estate, improvements and appurtenances submitted to this Declaration.

32. Record of Survey Map shall mean and refer to the "Record of Survey Map or Maps of Spring Hill on file in the office of the county recorder of Salt Lake County.

33. Recreational or Commercial Vehicle shall mean and refer to any recreational vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

34. Single Family Residence shall mean and refer to a style of architecture and the use of the Unit in which a single family resides.

35. Size shall mean and refer to the square footage contained within a Unit, rounded to the nearest whole number ending in zero. Size shall be computed and determined on the basis of dimensions shown on the Survey Maps. So long as the measurement substantially complies with the provisions of this Section and is not arbitrary, the Association's determination of the Size of a Unit, as set forth in this Declaration, shall be conclusive.

36. Survey Map shall mean and refer to the Record of Survey Map on file in the office of the county recorder of Salt Lake County.

37. Unit shall mean and refer to a Condominium Unit.

38. Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit.

39. Unit Owner shall mean and refer to the owner of a

Unit.

ARTICLE 3
Description of Property and Improvements

The property and improvements located within the Project are more particularly described as follows:

1. Description of land. That tract or parcel of land in Salt Lake County, State of Utah and more particularly described in Appendix A of this Declaration;

2. General description of buildings. The buildings constituting a part of this condominium project are 12 in number and are identified in relationship to each other in the Map. The total number of units in each building and the number of bedrooms which each unit contains is specified in Appendix B which is attached hereto. The number of levels or floors in each such unit is shown in the Map. All buildings Excepting Buildings M and N will consist of wood frame structures together with an exterior composite of brick and lopwood siding. Buildings M and N are both two-story brick structures, including basements built on concrete slabs. Each unit is designed for use as a single-family residence and has the Exclusive right to use and occupy the parking space or spaces reserved for each unit in the Map. All other details involving the respective descriptions and locations of the buildings and a statement of the number of stories, number of units and the principal materials of which each building is or is to be constructed and other like details are set forth in the Map which is simultaneously filed of record and incorporated herein by reference.

3. Description of units. Each unit shall consist of:

a. The space enclosed within the undecorated interior surface of its perimeter walls, floors and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space.

b. Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile and paneling;

c. Non-supporting interior walls;

d. Windows and doors in the perimeter walls, whether located within the bounds of a unit or not, but not including any space occupied thereby to the extent located outside the bounds of the units; and

d. All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the walls of the unit.

e. Units forming a part of the condominium property are more particularly described in the Map, which shows graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations, location, and number of bedrooms are set forth in Appendix B attached hereto.

f. Each unit has immediate access to the common areas and facilities or limited common areas and facilities contiguous to the building in which such unit is located.

g. Every contract for the sale of a unit and every other instrument affecting title to a unit may describe that unit by its identifying number or symbol as designated in the Map or Maps with the appropriate reference to the Map(s) and to the Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, in substantially the following fashion:

Unit _____, in Building _____, as shown on the Record of Survey Map for Spring Hill Condominiums, appearing in the records of the County Recorder of Salt Lake County, State of Utah, in Book _____, page _____, of Plats, and as defined and described in the Declaration of Condominium for Spring Hill Condominiums appearing in such records, in Book _____, page _____, of Records.

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas and facilities and to incorporate all the rights incident to ownership of a unit and all the limitations on such ownership as described in this Declaration, including all appurtenant undivided interests and all rights and limitations arising as a result of any expansion of the project pursuant to paragraph 24 of this Declaration.

4. Description of common areas and facilities. The common areas and facilities shall consist of all parts of the condominium property except the units. Without limiting the generality of the foregoing, the common areas and facilities shall include the following, whether located within the bounds of a unit or not:

a. All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports,

supporting walls, floors, ceilings and roofs;

b. Patios, yards, courts and driveways;

c. The roadways contained therein provided that such roadways shall cease to be part of the common areas and facilities when and if dedicated to public use with the consent of the association of unit owners and accepted by the public authority having jurisdiction;

d. Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system or to a pipe or line or system servicing more than a single unit;

e. All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings;

f. The limited common areas and facilities hereinafter described; and

g. All repairs and replacements of any of the foregoing.

5. Description of limited common areas and facilities.

Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of all the common areas and facilities including but not limited to a balcony and/or patio and parking space or spaces which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

ARTICLE 4

Submission to Condominium Ownership.

The Association hereby resubmits the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a condominium project and this Declaration is submitted in accordance with the term and the provisions of the Act and shall be construed in accordance therewith.

ARTICLE 5

Covenants to Run with the Land

This Declaration containing covenants, conditions, and restrictions relating to the project shall be enforceable equitable servitudes and shall run with the land and this Declaration and servitudes shall be binding upon Declarant, its successors and assigns, and upon all owners or subsequent owners of all or any part of the condominium project, and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 6

Statement of Purposes, Uses and Restrictions

The purposes, permitted uses and applicable restrictions or limitations running with the property are:

1. Purposes. The purposes of the condominium property are to provide housing and recreational facilities for the unit owners and their respective families, tenants, guests and servants in accordance with the provisions of the Utah Condominium Ownership Act.

2. Restrictions on use. The units and common areas and facilities shall be used and occupied as follow:

a. Residential Use. No part of the condominium property shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

b. Obstruction of Common Area. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the management committee except as is otherwise provided herein.

c. Cancellation of Insurance. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the management committee. No unit shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents, thereof, or which would be in violation of any law or regulation of any governmental authority. No damage or waste shall be caused by a unit owner or occupant to the common areas and facilities.

d. Signs, Shutters, Antennas, Etc. No unit owner shall cause or permit anything (including, without limitation, a sign, canopy, shutter, storm door, screen door, mail box, satellite dish or system, radio or television antenna) to hang, displayed or

otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the management committee.

e. Pets. No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities. Provided, however, that up to two pets (i.e. dogs, cats and other household pets) may be kept in a unit with the prior written permission of the management committee. All pets shall be maintained in accordance with and subject to the administrative rules and regulations management committee from time to time. Provided further that any such pet causing or creating a nuisance or disturbance (e.g. barking, biting, loose in, on or about the common areas) shall be permanently removed from the condominium property upon ten (10) days' written notice from the management committee.

f. Noxious or Offensive Activities. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

g. Structural Integrity. Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

h. Structural Alterations. No structural alterations may be made to the common areas without the prior written consent of the management committee.

i. Laundry. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio court in such manner as not to be visible except from the unit for which such courtyard is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

j. Play Areas and Personal Property. Except in a patio court in such manner as not to be visible except from the unit for which such court is reserved, or (subject to the rules) on driveways or in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.

k. Commercial Use Prohibited. No industry, business, trade, occupation, or profession of any kind, whether for

commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the condominium property except such as may be permitted by the management committee and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein. Provided, however:

1) A unit owner, the association of unit owners or the management committee or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the association of unit owners; and

2) a unit owner with respect to a unit, and the association of unit owners or management committee or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work., required or permitted by this Declaration.

1. Restrictions and Limitations of Use. The use of the Units, of whatever kind, is subject to the following guidelines, limitations and restrictions:

1) Parties Bound. All provisions of the Declaration, By-Laws, Rules and Regulations shall be binding upon all Owners and residents, their families, guests and invitees.

2) Nuisance. It shall be the responsibility of each Owner and occupant to prevent the creation or maintenance of a nuisance in, on or about the Project. This includes but is not limited to the following:

a) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Unit or the Common Areas;

b) The storage of any item, property or thing that will cause any Unit or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

c) The storage of any substance, thing or material upon any Unit, Dwelling Unit or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

d) The creation or maintenance of

any noxious or offensive condition or activity in or about any Unit or the Common Areas;

e) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invitees, particularly if the police or sheriff must be called to restore order;

f) Maintaining any plants, animals, devices, items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;

g) Too much noise in, on or about any Unit or the Common Area, especially after 10:00 p.m. and before 8:00 a.m.; and

h) Too much traffic in, on or about any Unit or the Common Area, especially after 10:00 p.m. and before 8:00 a.m.

3) Unsightly Work, Hobbies or Unkempt Condition. The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

4) Removing Garbage, Dust & Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

5) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

6) Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Committee.

7) Energy Conservation Equipment. No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the

Project without the prior written consent of the Committee.

8) Business Use. No commercial trade or business may be conducted in or from any Dwelling Unit unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee. The terms business and trade, as used in this sub-Section, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefor. Notwithstanding the foregoing restrictions, the leasing of a Unit shall not be considered a trade or business within the meaning of this sub-Section.

9) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

a) The rules and regulations adopted by the Committee from time to time;

b) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, RV or any other transportation device of any kind may be parked or stationed (except for purposes of loading or unloading), in such a manner so as to create an obstacle or potentially dangerous situation, or along any street or road, or in front of any garage, walkway, driveway, Building or Unit, or in an unauthorized Common Areas.

c) Residents may only park their motor vehicles within their garages, carports or in other designated Common Areas.

d) Visitors or guests shall park their motor vehicles in Common Areas designated for "guest" or "visitor" parking.

e) No Owners or occupants shall

repair or restore any vehicle of any kind in, on or about any Unit or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

f) No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

h) No vehicles shall be parked in driveways unless the length of the driveway is sufficient to hold the entire vehicle, and in no event shall vehicles be parked in such a manner as to inhibit or block access to a Unit, garage, carport, entrance, exit or parking area.

i) All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation.

j) Garage doors shall remain closed except when the garage is in use.

k) Vehicles parked in violation of this Declaration or parking Rules and Regulations adopted by the Committee may be impounded, towed and stored without further notice, and at the owner's sole expense. The Association, Committee and members of the Committee shall be indemnified and held harmless from any loss, damage or claim caused by or arising out of the impounding, towing or storing of a motor vehicle pursuant hereto.

10) Windows and Window Coverings. No aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any Dwelling Unit. Sun shades and tinted windows are allowed. All windows and window panes in Units shall be comparable in size, design and quality to the other Dwelling Units in the Community.

ARTICLE 7 Leases

In order to assure a community of congenial owners and thus protect the value of the property, the lease of a Unit by any Owner (other than as herein provided for certain mortgagees) shall be subject to the following provisions:

1. Notice of Lease or Intent to Lease. The Management Committee may require any Owner who has leased his or her Unit or who intends to lease his or her Unit to give notice in writing to the Management Committee of such intention, stating: (i) the name

and address of the current Lessee or the intended Lessee, (ii) the terms of the proposed transaction, (iii) such other information as the Committee may reasonably require and (iv) if possible, shall provide the Committee with a copy of the Lease or proposed Lease.

2. Rules and Regulations. The Committee shall have authority to make and to enforce reasonable rules and regulations in order to enforce this section, including the right to impose fines for failure to comply, which may be collected by lien and foreclosure.

3. Restrictions. Each Lease shall be deemed to be subject to the following restrictions:

a. Entirety. Units may be rented only in their entirety and no fraction or portion thereof may be rented; provided, however, anything to the contrary notwithstanding, a Unit Owner residing in his or her Unit may lease a room or rooms to other individuals subject, of course, to local zoning laws, ordinances and regulations.

b. Transient Use. No transient Lessees may be accommodated therein. All Rentals or Leases must be for a term of no less than six (6) months and no resort, hotel, corporate, executive, seasonal, vacation, or rental pool uses are permitted.

c. Subject To Declaration. All Leases and Lessees shall be subject to the provisions of the Declaration, By Laws, Rules and Regulations.

4. Copies of Documents. The Unit Owner must make available to the Lessee, upon request, copies of the Declaration, By Laws, Rules and Regulations.

5. Mandatory Language. Any Lease affecting a Unit, whether written or oral, shall be deemed to contain the following provisions, whether or not expressly therein stated. Each Owner and each Lessee, by virtue of taking occupancy of the Unit, covenants and agrees that any Lease of a Unit at Spring Hill shall be deemed to contain the following language, and further agrees that if such language is not expressly contained therein, then, such language shall be incorporated into the Lease by this reference. Any Lessee, by occupancy of a Unit, agrees to be bound by following:

a. Lessee acknowledges that promises made to Lessor are made for the benefit of the Association for the purpose of discharging Lessor's duties to the Association through Lessee's performance. Therefore, the Association may bring an action against Lessee in law or equity to recover damages or to obtain injunctive relief. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.

b. Lessee shall comply strictly with all provisions of the Act, Declaration, By Laws, and with the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct and behavior of his or her family, their guests and invitees.

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

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

6. Recovery of Attorney's Fees. The Committee may recover from the Owner and the Lessee all costs incurred in enforcing this Section, regardless of whether suit is filed, including reasonable attorneys fees.

7. Lessee's Rights. Any Lessee charged with a violation of the Declaration, ByLaws, or Administrative Rules and Regulations is entitled to the same rights to which the Owner of a Unit would be entitled.

8. First Mortgagee's or Lender's Rights. Anything to the contrary notwithstanding, the provisions of this Section shall not apply to impair the rights of any Mortgagee to:

a. Foreclose or take title to a Unit pursuant to remedies contained in any Mortgage;

b. Take a deed or assignment in lieu of foreclosure, or

c. Sell, lease, or otherwise dispose of a Unit

acquired by the Mortgagee.

ARTICLE 8
Ownership

Ownership and use of a unit is subject to the following:

1. Ownership of a unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix B hereof.

2. Prohibition against subdivision of unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separate into tracts or parcels smaller than the whole unit as shown on the Map.

3. Ownership of common areas and facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities.

4. Use of common areas and facilities. Except with respect to limited common areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to this Declaration, the By-Laws, and the current rules and regulations governing the Project (the "community documents"). The right to use the common areas, although appurtenant to the ownership of the units, is conditional and may be precluded, suspended or revoked if the unit owner fails to comply with the community documents.

5. Interest in common areas and facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Declarant on the basis of value in accordance with the Utah Condominium Ownership Act which percentages are contained in Appendix B hereof.

6. Use of limited common areas and facilities. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with the community documents. Each unit owner shall maintain his patio, balcony and private yard area (the use of which is exclusive reserved) in a neat, tidy, clean and sanitary condition, consistent with community standards and other first class condominium projects in Salt Lake County, Utah.

ARTICLE 9
Agent for Service of Process

The name and address of the person in Salt lake County, State of Utah appointed as the first agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is the current president of the Association, Sally B. Monson of 611 East Spring Hill Drive, Murray, Utah 84107; and when her term of office ends, then the new President of the Association shall be the new registered agent.

ARTICLE 10
Percentage of Ownership and Voting Rights

The percentage of ownership in the common areas and facilities of the condominium project shall be for all purposes, including voting. The common areas shall be allocated among the unit owners in accordance therewith. The percentage of ownership in the common areas and facilities shall be as set forth in Appendix B; provided, however, that Declarant shall have the right and authority to alter such percentage. It is the intent of the Association that the aggregate percentage of ownership in the common areas and facilities of all phases shall equal one hundred (100) percent.

ARTICLE 11
Easements.

The Management committee may hereafter:

1. Grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the common areas and facilities, provided:
2. Each unit shall be subject to such easement as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.
3. In the event that, by reason of the construction,, reconstruction, settlement or shifting of any building, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain

standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or in favor of the unit owners as owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner. A nonexclusive easement is hereby reserved to the Declarant and to its successors and assigns: to use the paved portion of the private streets designated as Spring Lane and Spring Hill Drive in the Map, for purposes of ingress to and egress from the additional property described in Exhibit "D" hereof, on foot or by vehicle, subject to the same regulations as are contained in this Declaration and in the rules provided, however, that the management, maintenance (including snow removal), repair and replacement of said portion as a part of the common areas and facilities shall be entirely the responsibility of the association which shall have sole authority in such matters exercisable in the full discretion of the association pursuant to and in accordance with Declaration, and the Declarant and its successors and assigns shall have no responsibility or authority with respect thereto; and provided further that, in the event any building or buildings shall be constructed upon any portion of the additional property, the owner or owners of such buildings or building shall be obligated (commencing as to any such building on the date such building is occupied) to reimburse the association from time to time for a pro rata share of the cost of such maintenance, repair and replacement, in the proportion that the floor area of each such building on the additional property bears to the total floor area of the units and all such buildings on the additional property; and to connect any water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires, any other utility facilities and appurtenances, over, under, along and through any portion (paved or unpaved) of the common areas and facilities occupied by the private streets designated on the Map for purposes of providing utility services, of all kinds for the additional property described in Exhibit "C" hereof, without any payment or other obligation the association of unit owners but subject to such statutes, ordinances, regulations, rules or other action that may from time to time be adopted by public authority or any utility owning or controlling any such mains, pipes, lines, wires, equipment, conduits, facilities or appurtenances. The easement hereby reserved shall terminate: (i) in the event the private street designated in the Map shall become a public street affording access to and from the additional property; or (ii) in the event the additional property becomes incorporated into condominium property.

ARTICLE 12
Management.

The business, property and affairs of Spring Hill Condominium shall be managed by a management committee.

1. Composition of Management Committee. The management committee shall be comprised of unit owners in the project, who are

to be elected as provided in the By-Laws. The number of members shall be designated by the Board of Directors as it may determine, but in any event no more than twelve (12) or less than three (3). Such management committee shall have all the powers, duties and responsibility as are now or may hereafter be provided by the Act, this Declaration, the By-Laws and/or any amendments subsequently filed thereto; provided, however, that the management committee may engage the services of a professional manager, who shall receive a reasonable fee or just compensation therefore.

2. General Responsibilities. The management committee shall be responsible for the control, operation and management of the project in accordance with the provisions of the Act, this Declaration and such administrative, management and operational rules, and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee.

3. Authority. The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made as it may deem to be in the best interest of the unit owners and to effect the necessary amendment of documents and maps in connection therewith.

4. Documents. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

5. Enabling Powers. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following specific authority and powers:

a. To Enter. The power and authority to enter into or upon any Unit to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project. Except in the case of an emergency, reasonable notice shall be given to the residents.

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

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

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

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

f. Transfer Interests in Real Property. The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least 75% of the members in the Association.

g. To Purchase. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least 75% of the members in the Association.

h. To Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as it has been approved by at least 75% of the members in the Association.

i. Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.

j. Meetings. The authority to establish procedures for the conduct of its meetings. This includes the power to decide what portion of the meeting shall be open or closed to Members of the Association or residents not on the Committee, to retire to executive session, to regulate record keeping, and to allow or prohibit the tape or video recording of Committee meetings.

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

6. Name. The management committee shall be known by such name or designation as it, or the unit owners, at any meeting may assign.

ARTICLE 13
Assessments.

Assessments shall be levied and collected as follows:

1. Obligation To Pay. Every unit owner shall pay his proportionate share of the common expenses. If a unit has been sold by executory contract, then the seller and the buyer shall be jointly and severally liable to pay all common area fees and assessments. Payment thereof shall be in such amounts and at such times as the management committee determines in accordance with the Act, the Declaration or the other project documents. The Association shall be entitled to an automatic lien for nonpayment of common expenses and a notice of lien shall be filed as contemplated by Utah Code Annotated Section 57-8-20 (1953 as amended).

2. Special Assessments/Capital Expenditures. In assessing unit owners or requiring them to pay for the building improvements and other improvements of the common areas and facilities following the execution of the Declaration, it is agreed that a special assessment for a single improvement in the nature of the capital expenditure exceeding the sum fifteen percent (15%) of the total annual budget in cost shall be made without the same having been first voted on and approved by a two-thirds (2/3) vote or more of the undivided interests in the common areas and facilities. The foregoing sentence shall not apply in connection with the replacement of reconstruction occasioned by fire or other casualty.

3. Special Assessments. In addition to the other Common Area Fees authorized herein, the Association may levy special assessments in any year. So long as the special assessment does not exceed Two Hundred and 00/100s Dollars (\$200.00) per Unit in any one fiscal year, the Committee may impose the special assessment. Any special assessment which would exceed this allocation shall be effective only if approved by a majority of the members of the Association. The Committee in its discretion may allow any special assessment to be paid in installments.

3. Specific Assessments. The Committee shall have the power specifically to assess the Owners of an individual Unit in a particular area pursuant to this Section as, in its discretion, it shall deem appropriate; provided, however, that the Unit Owners being so assessed agree in writing. Failure of the Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section. With the prior written consent of the Unit Owners affected, the Committee may specifically assess a Unit in a particular area for the following expenses (which cannot be expenses incurred for maintenance and repair of items which are the ordinary maintenance

responsibility of the Association as provided herein):

a. Benefit Only To A Specific Unit. Expenses of the Association which benefit less than all of the Units may be specifically assessed, equitably among all of the Units in an area which are benefitted, according to the benefit received.

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

ARTICLE 14
Destruction or damage

In the event of damage to or destruction of part or all of the improvements in the Cord Project, the following procedures shall apply:

1. Sufficient Insurance. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or Destroyed Movement such repair or reconstruction shall be carried out.

2. Partial Destruction. If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be "assessed for any deficiency on the basis of their respective percentages of undivided interest in Common Areas and Facilities."

3. Substantial Destruction. If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

4. Insufficient Insurance. If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by vote of at least 75% elect to repair or reconstruct the affected improvements, the Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953) shall apply and shall govern the rights of all parties having an interest in the

project of any of the Units.

5. Management Committee/Determinations/Disputes. Any reconstruction or repair which is required to be carried out hereby shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph 13 shall be the average of the two closest appraisal figures.

ARTICLE 15

Taxes

It is understood that under Utah Code Annotated Section 57-8-27 (1953 as amended) each unit, and its percentage of undivided interest in the common areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law, and that as a result thereof, no taxes will be assessed or payable against the project as such. Each unit owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the common areas and the facilities.

ARTICLE 16

Insurance

The management committee shall secure and maintain the following insurance coverage on the condominium project:

1. Fire and Extended coverage. A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the buildings, units and common areas and facilities, which said policy or policies shall provide for a separate loss payable in favor of the

2. Liability coverage. A policy or policies insuring the t committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to the unit owners, incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the unit owners. Limits of liability under such insurance shall not be less than \$1,000,000 for bodily injury and property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall

provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

3. Directors and Officers Insurance. The Association shall purchase adequate errors and omissions or directors and officers insurance coverage.

4. Fidelity Bond. The Association shall purchase an adequate fidelity bond to provide coverage for officers, trustees, employees, agents or representatives handling common area fees or assessments.

5. Special Endorsements or Riders. Earthquake insurance and other special coverage available shall not be required unless requested by at least two-thirds of the percentage of ownership interest in the Common Areas.

6. Workman's Compensation Insurance. Workman's compensation to the extent necessary to comply with any applicable Laws.

7. Customary Coverage. 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.

8. Loss Adjustment. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the management committee or its authorized representative.

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

10. Deductible. The deductible on a claim made against the Association's liability insurance policy shall be paid by the party who would be liable for the loss, damage, claim or repair in the absence of insurance, and in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's responsibility bears to the total. Provided, however, if the loss is caused by an act of god or nature, or by an element beyond the control of the Association, then the Owner shall be responsible for and shall pay the deductible.

11. No Prejudicial Effect. No Owner shall be entitled to exercise his right to maintain insurance coverage in such a way

as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Property at any particular time.

12. Primary Coverage. The insurance coverage of a Unit Owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.

13. Prompt Repair. Each Unit Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

ARTICLE 17
Payment of Common Expenses

Common expenses shall be paid as follows:

1. Proportionate Share. Each unit owner shall pay the management committee his allocated portion of the cash requirement deemed necessary by the management committee to manage and operate the condominium project, including the recreational facilities thereof, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management committee, and if the unit owner shall fail to pay installment within one month of the time when the same becomes due, the owner shall be assessed a late fee from the date when such installment shall become due to the date of the payment thereof.

2. Cash Requirements. The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of condominium project then in existence to enable the management committee to pay all estimated expenses and outlays of the management committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements, recreational areas and facilities, which sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs and renovations to common areas and facilities, social center, recreational facilities, snow removal, wages, water and charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or

surplus fund, as well as all other costs and expenses relating to the condominium project. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items or expenses which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any amounts which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue albeit not payable in that year.

3. Manner of Payment. That portion payable by the unit owner in and for each year or for a portion of a year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the unit owner owns on undivided interest in the common areas and facilities, and such assessments, together with any additional sum accruing under this Declaration shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such time as shall be provided by the management committee.

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

4. Rental Income. If the owner shall at any time let or sublet the unit and shall default for a period of one month in the payment of any assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due and payment of such rent to the management committee shall be sufficient payment and discharge of such tenant or sub-tenant and the owner to the extent of the assessment so paid.

5. Personal Obligation. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or

waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner plus late fee and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

a. Tax and special assessment liens on the unit in favor of any assessment unit or special district, and,

b. Encumbrances on the owner's interest in the unit (and common areas and facilities) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

5. Certificate of Indebtedness. A certificate executed and acknowledged by a majority of the management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrances or prospective encumbrances of a condominium upon request at a reasonable fee not to exceed ten dollars. Unless the request for a certificate of indebtedness shall be complied within ten (10) days all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request. Any encumbrances holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrances shall have a lien on such condominium unit for the amounts paid of the same rank as the lien of his encumbrance.

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

6. Foreclosure of Lien. In the event of foreclosure, the unit shall be required to pay a reasonable rental for the condominium unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental

without regard to the value of the mortgage security. The management committee or manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium unit.

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

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

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

10. Late Fees and Accruing Interest. Any Common Area Fees or Assessments delinquent for a period of more than ten days shall incur a late charge of \$25.00 or 5% of the delinquent amount, whichever is greater. Interest at the rate of 1.5% per month shall accrue on all delinquent accounts. The Committee may, in its sole discretion, waive late fees and accruing interest but is not required to do so.

11. No Waiver. No Owner may waive or otherwise exempt himself or herself from liability for the Common Area Fees provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Unit.

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

13. Application of Payments. All payments shall be

applied as follows: Additional Charges, Delinquent Common Area Fees and Current Common Area Fees.

14. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Common Area Fees may be enforced by sale or foreclosure of the Owner's interest therein by the Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay: (a) the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, (b) reasonable attorney's fees, and (c) a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the Unit.

14. Appointment of Trustee. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided s/he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. Owner hereby transfers in trust to the Trustee all of his or her right, title and interest in and to the real property for the purpose of securing his or her performance of the obligations set forth herein.

15. Attorney in Fact. Each Owner by accepting a deed to the Unit hereby irrevocably appoints the Association as his or her attorney in fact to collect rent from any person renting his Unit, if the Unit is rented and Owner is delinquent in his Common Area Fees. Rent due shall be paid directly to the Association, upon written demand, until such time as the Lot Owner's Common Area Fees are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

ARTICLE 18
Mortgagee Protection

Notwithstanding all other provisions hereof:

1. Priority. The liens created hereafter upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage a lien may be filed on the interest of the purchaser at such foreclosure sale, if any, to secure all

assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

2. Mortgagee Consent Required To Amend This Section. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

3. Subordination. By subordination agreement executed by a majority of the management committee, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

ARTICLE 19
Maintenance of Units

1. Unit Owner Responsibility. Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury and the committee elects to submit the claim to its insurance carrier, the unit owner shall repair all injury or damages to the unit or the common areas of the condominium project caused by the act, negligence or careless of the unit owner or that of any lessee or sublessee or any member of the unit owner's family or of the family of any lessee or sublessee or any agent, employee or guest of the of his lessee or sublessee and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc. that may be in or connected with the unit. The management committee shall be responsible for maintenance and up keep of all common area. Without the written permission of the management committee first had and obtained, and the approval of a consulting architect of the management committee's choice, no unit owner shall make or permit to be made any structural alterations, improvements or additions in or to the exterior of the unit, limited common area or common area. This includes but is not limited to structural alterations to patios, balconies, carports and garages, or the modification, painting, staining or decoration of any portion of the exterior of the building in which his unit is located.

2. Operation, Maintenance and Alterations. The Property shall be maintained as follows:

a. Area of Common Responsibility. The Association shall maintain all of the Common Area in a usable, clean, functional, attractive and good condition, consistent with Community Standards and other similarly situated first class subdivisions in the county. The Committee shall provide those utility services not separately metered and billed to individual Units by the provider.

b. Area of Personal Responsibility. Each Unit Owners shall maintain his Unit and Limited Common Area in a usable, clean, functional, attractive and good condition, consistent with Community Standards and other similarly situated first class subdivisions in the county. This includes but is not limited to all air conditioning and heating systems, fixtures, windows, doors, garage doors, garage door openers, doorsteps, porches, patios, balconies, decks, and private yard areas.

c. Additions & Subtractions. Items presently included in the Area of Personal Responsibility or the Area of Common Responsibility may not be changed without the prior written consent of at least a majority of the percentage of ownership interest in the Common Area.

d. Neglect. If the Committee determines that (i) any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement of the Common Area is caused through the willful or negligent act of any Owner, his or her family, guests, lessees, or invitees, and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense. Such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit, as provided below. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. If an emergency does not exist, then the Owner shall have ten days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten days. If the Committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary. The Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above. The Association or its agents or employees shall have a right to entry upon or into any Unit and/or Limited Common Area as necessary to perform such work and shall not be liable for trespass for such entry or work.

ARTICLE 20
Right of entry.

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

ARTICLE 21
Administrative Rules and Regulations

The management committee shall have the power to adopt and establish by resolution such administrative rules and regulations as it may deem necessary from time to time for the proper maintenance, operation, management and control of the project, including but not limited to the power to issue warnings, notices of violations and citations; to levy and collect fines; and to suspend privileges to use the common areas, recreational amenities and facilities. The administrative rules and regulations, or any amendment, change or modification thereto, shall become effective thirty (30) days after notice thereof is published to the unit owners. Unit owners shall at all time obey such rules and regulations, and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules and regulations shall apply and be binding upon all unit owners and/or occupants of the condominium project.

ARTICLE 22
Obligation to comply herewith

Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws, and the administrative rules and regulations adopted by the management committee from time to time, all agreements, contracts and determinations lawfully made and/or entered into by the management committee or the unit owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof, shall be ground for an action by the management committee to recover any loss or damage, including attorney's fees and costs (regardless of whether a lawsuit is filed), regardless of whether

a lawsuit is commenced, resulting therefrom or injunctive relief.

ARTICLE 23

Indemnification of Management Committee

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses and liabilities whatsoever, including, without rotation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said committee.

ARTICLE 24

Miscellaneous Provisions

Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

1. Mortgagee's Right of Notification of Default. Any holder of a mortgage is entitled to written notification from the management committee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration which is not cured within thirty (30) days.
2. Priority of Mortgagee Over Certain Assessments. Any holder of a mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (Except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit),
3. Certain Prohibitions Imposed on Unit Owners. Unless all holders of first mortgage liens on individual Units have given their prior written approval, the unit owner shall not:
 - a. Charge the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining share of the common areas and proceeds of the project except as provided herein.
 - b. Partition or subdivide any unit or the common areas of the project.
 - c. By act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common areas of the project.

4. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections has not been inserted.

5. Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be deemed to have been made as if in each case it was fully expressed.

6. Topical headings. The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of the Declaration.

7. Mechanics Liens. Mechanics liens for labor, materials or supplies purchased by the Association or the Committee are to be indexed in the public records under the name of the Association and Community. Any Owner wishing to release that lien as to his Unit may pay the pro rata share of the total amount of the lien and that shall be sufficient to release the lien against his Unit.

Mechanics liens filed for labor, materials or supplies benefitting a particular Unit shall be filed against that Unit.

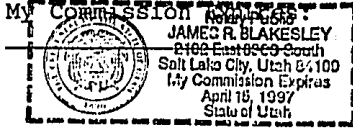
If the Association has encumbered the Common Areas and thereafter defaults on its obligations, the lienholder must exercise its rights against the Common Areas before it may proceed against any Unit.

Any person or entity who elects to perform labor or provide materials at this Project shall do so subject to the terms of this Section.

8. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it otherwise might be; however, the Association shall in no way be considered an insurer or guarantor of security within the Project. Neither the Association nor the Committee shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants, their guests and invitees, as applicable, acknowledge

did say that they are the President and Secretary of the Spring Hill Condominium Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a Resolution of its Board of Directors, and said Sally B. Monson and Karen Medley duly acknowledged to me that said Association executed the same.

NOTARY PUBLIC
Residing at:



APPENDIX A

LAND DESCRIPTION

FOR

SPRING HILL CONDOMINIUMS, PHASE ONE

Beginning at a point on the Northeasterly right-of-way line of Vine Street, said point being North 1105.96 feet and West 267.71 feet from the Southeast Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being N 49' 22' W along the monument line 41.06 feet and N 66c' 40' E 36.73 feet from a Salt Lake County Monument in the intersection of 5300 South and Vine Street, and running thence N 49 22' 0 W along said Northeasterly right-of-way line of Vine Street 356.31 feet; thence N 40 38' E 58.00 feet to a point of a 180.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 60.84 feet to a point of a reverse curve to the left; the radius point of which is N 30 00' W 210.00 feet; thence Northeasterly along the arc of said reverse curve 40.32 feet to a point of tangency; thence N 490 00' E 19.47 feet to a point of a 175.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 18.79 feet; thence N 300 00' W 108.20 feet; thence N 660 40' E 196.65 feet; thence 5490 22' E 742.50 feet; thence 5660 40' W 244.86 feet; thence N 490 22' W 198.00 feet; thence 5660 40' W 208.12 feet to the point of beginning. Containing 5.372 Acres.

SPRING HILL CONDOMINIUMS, PHASE TWO

Beginning at a point on the Northeasterly right-of-way line of Vine Street, said point being West 538.11 feet and North 1337.99 feet from the Southeast corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence N 49 deg. 22' W along said right-of-way line 188.19 feet; thence N 66 deg. 40' E 256.33 feet; thence S 30 deg. 00' E 108.20 feet to a point on a curve to the left, the radius point of which is S 34 deg. 50' 54" E 175.00 feet; thence Southwesterly along the arc of said curve 18.79 feet to a point of tangency; thence S 49 deg. 00' W 19.47 feet to a point of a 210.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 40.32 feet to a point of a reverse curve to the left; the radius point of which is S 30 deg. 00' E 180.00 feet; thence Southwesterly along the arc of said reverse curve 60.84 feet to the point of tangency; thence S 40 deg. 38' W 58.00 feet to the point of beginning. Contains 0.715 acres.

APPENDIX B

<u>Unit No.</u>	<u>Building</u>	<u>No./Bdrms</u>	<u>Percentage Interest</u>
1	A	2	1.21899
2	A	2	1.21899
3	A	2	1.21899
4	A	2	1.21899
1	B	3	1.55527
2	B	3	1.55527
1	C	3	1.55527
2	C	3	1.55527
3	C	3	1.55527
4	C	3	1.55527
5	C	3	1.55527
6	C	3	1.55527
7	C	3	1.55527
8	C	3	1.55527
1	D	3	1.55527
2	D	3	1.55527
3	D	3	1.55527
4	D	3	1.55527
5	D	3	1.55527
6	D	3	1.55527
7	D	3	1.55527
8	D	3	1.55527
1	E	3	1.59730
2	E	3	1.59730
3	E	3	1.59730
4	E	3	1.59730
5	E	3	1.59730
6	E	3	1.59730
7	E	3	1.59730
8	E	3	1.59730

APPENDIX B

<u>Unit No.</u>	<u>Building</u>	<u>No./Bdrms</u>	<u>Percentage Interest</u>
1	F	3	1.68137
2	F	3	1.68137
3	F	3	1.68137
4	F	3	1.68137
5	F	3	1.68137
6	F	3	1.68137
1	G	3	1.68137
2	G	3	1.68137
3	G	3	1.68137
4	G	3	1.68137
5	G	3	1.68137
6	G	3	1.68137
7	G	3	1.68137
8	G	3	1.68137
1	H	3	1.68137
2	H	3	1.68137
3	H	3	1.68137
4	H	3	1.68137
5	H	3	1.68137
6	H	3	1.68137
1	J	3	1.68137
2	J	3	1.68137
3	J	3	1.68137
4	J	3	1.68137
5	J	3	1.68137
6	J	3	1.68137
1	K	3	1.55527
2	K	3	1.55527
3	K	3	1.55527
1	L	3	1.55527
2	L	3	1.55527
1	M	4	1.42917
1	N	4	1.42964

APPENDIX C

BY-LAWS OF SPRING HILL CONDOMINIUMS, PHASE ONE

I.
IDENTITY

These are the By-Laws of Spring Hill Condominiums, Phase One, duly made and provided for in accordance with Utah Code Annotated Section 57-8-16 (1953 as amended) of the Utah "Condominium Ownership Act".

II.
APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Spring Hill Condominiums, Phase One, in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said units or the common areas and facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

III.
ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the unit owners shall be held in such place within the State of Utah as the management committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The first regular meeting of the unit owners was held on the second Saturday in January 1974. Upon amendment, the annual meetings shall be in October and it is further provided that the management committee may by resolution fix the date of the annual meeting on such date or at such other place as the management committee may deem appropriate.

3. Special Meetings. Special meetings of the association of unit owners may be called at any time by written notice signed by a majority of the management committee, or by owners having 30 percent of the total votes, delivered not less than 10 days prior to the date fixed for said meeting. Such meeting shall be held on the project or such other place as the management committee may specify and the notice thereof shall state the date, time and matters to be considered.

4. Notices. Any notice permitted or required to be delivered as provided herein

may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each unit owner at the address given by such person to the management committee or the manager for the purpose of service of such notice or to the unit or such person if no address has been given. Such address may be changed from time to time by notice in writing to the management committee or manager.

5. Quorum. At any meeting of the unit owners, the owners of more than fifty percent (50%) interest of the undivided ownership of common areas and facilities shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

6. Voting. When a quorum is present at any meeting, the vote of units owners representing more than fifty percent (50%) or more of the aggregate in interest of the undivided ownership of common areas and facilities, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which, by express provision of the statutes, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five days prior to said annual meeting. Proxies for special unit owners' meetings must be of record with the secretary at least two days prior to said annual meeting.

7. Waivers of Notice. Any unit owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE

1. Purpose and Powers. The business, property and affairs of the Condominium shall be managed and governed by its management committee.

2. Composition of Management Committee. The Committee shall be composed of no less than three (3) nor more than twelve (12) members. At each annual Owners meeting any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only Unit Owners shall be eligible for Committee membership. At the

annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled. Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit his seat. In the event a seat becomes vacant, Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies.

3. Regular Meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual unit owners' meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the management committee may from time to time designate.

4. Special Meetings. Special meetings of the management committee shall be held whenever called by the president, the vice-president, or by three or more members. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.

5. Quorum. A quorum for the transaction of business at any meeting of the management committee shall consist of a majority of the management committee.

6. Compensation. Members of the management committee, as such, shall not receive any stated salary or compensations unless a resolution authorizing such remuneration shall have been adopted by two-thirds (2/3) vote of owners at an owners meeting before the services are undertaken. Nothing herein shall be construed to preclude any member of the management committee from serving the project in any other capacity and receiving compensation therefor. Furthermore, committee members shall be reimbursed for all expenses reasonably incurred in connection with committee business. Compensation allowed by vote may include waiver of the various assessment fees in whole or in part.

7. Waiver of Notice. Before or at any meeting of the management committee, any member thereof may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

8. Adjournments. The management committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

9. Fidelity Bonds. The management committee may require that all officers and employees of the management committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the management committee.

V.
OFFICERS

1. Designation and Election. The principal officers of the management committee shall be a president, a vice-president, treasurer, a secretary, all of whom shall be elected by and from the management committee. The management committee may appoint assistant officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the management committee immediately following the annual meeting of the unit owners; provided, however, that elections of officers may be held at any other meeting of the management committee.

2. Other Officers. The management committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.

3. Removal of Officers and Agents. All officers and agents 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 management committee.

4. President. The president shall be the chief executive of the management committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the condominium project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the management committee may require of him. He shall preside at all meetings of the unit owners and the management committee. He shall have all of the general powers and duties which are normally vested in the office of the president of the corporation, including but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the condominium project.

5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be prescribed by the management committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the

management committee and of the unit owners; shall have charge of the books and papers as the management committee may direct; and shall in general, perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the management committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the management committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the management committee in such depositories as may be from time to time designated by the management committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers unless a resolution authorizing such remuneration shall have been unanimously adopted by the management committee before the services are undertaken.

VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the management committee shall be kept under the direction of the treasurer and selected accountant and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the management committee shall be reviewed by a person or firm approved by the unit owners at or before the annual meeting of the unit owners. Provided, however, that a certified audit by a certified public accountant approved by the unit owners shall be made if at least two-thirds (2/3) or more of the owners of undivided interest in the common areas and facilities determine to do so.

3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the management committee for inspection at reasonable times by any unit owners.

VII. BUILDING RULES

The management committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of Spring Hill Condominiums, and the management committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control

or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all unit owners of the condominium project. Provisions of the Utah Condominium Ownership Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

VIII.
AMENDMENT OF THE BY-LAWS

These By-Laws may be altered, amended, or repealed, at any regular meeting of the unit owners or at any special meeting of the unit owners at which a quorum is present or represented by a vote of unit owners, representing at least two-thirds (2/3) of the ownership in the common areas and facilities, having voting power and acting in person or represented by proxy. Provided, that as a condition to any such alteration, amendment or repeal, written notice of the proposed operation, amendment or repeal shall be given to all unit owners, at least ten days in advance in the case of a regular meeting and in the written notice transmitted in the case of a special meeting.

IX.
OPERATION AND MANAGEMENT OF CONDOMINIUM PROJECT

The management committee shall be responsible for the maintenance, control, operation and management of this condominium project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration under which the Condominium project was established and submitted to the provisions of said Act, these By-Laws and such other rules and regulations as the association of unit owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the management committee.

DATED the day and year first above written.

SPRING HILL CONDOMINIUM HOMEOWNERS ASSOCIATION

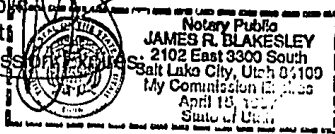
By: Sally B. Monson
Title: Sally B. Monson, President

By: Karen Medley
Title: Karen Medley, Secretary

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

On the ~~24~~ day of November, 1995, personally appeared before me Sally B. Monson and Karen Medley, who by me being duly sworn, did say that they are the President and Secretary of the Spring Hill Condominium Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a Resolution of its Board of Directors, and said Sally B. Monson and Karen Medley duly acknowledged to me that said Association executed the same.

Notary Public
Residing at
My Commission Expires



Notary Public
JAMES R. BLAKESLEY
2102 East 3300 South
Salt Lake City, Utah 84109
My Commission Expires
April 18, 1997
State of Utah

BK7268PG2049

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owners at SPRING HILL CONDOMINIUMS, pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consent to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

2. Authorize the appropriate officers of the SPRING HILL MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a formal amendment to the Declaration.

<u>10/31/95</u>	<u>Clayton I. Elk</u>	<u>C-3</u>	<u>[Signature]</u>
Date	Name (Print)	Unit No.	Signature
<u>10/31/95</u>	<u>Proxy for Linda Balen</u>	<u>A1</u>	<u>[Signature]</u>
Date	Name (Print)	Unit No.	Signature
<u>10/31/95</u>	<u>Paul Dan Ravaino DI</u>	<u>[Signature]</u>	<u>[Signature]</u>
Date	Name (Print)	Unit No.	Signature
<u>10/31/95</u>	<u>Proxy for Debra Evans</u>	<u>C6</u>	<u>[Signature]</u>
Date	Name (Print)	Unit No.	Signature
_____	_____	_____	_____
Date	Name (Print)	Unit No.	Signature
_____	_____	_____	_____
Date	Name (Print)	Unit No.	Signature
_____	_____	_____	_____
Date	Name (Print)	Unit No.	Signature
_____	_____	_____	_____
Date	Name (Print)	Unit No.	Signature
_____	_____	_____	_____
Date	Name (Print)	Unit No.	Signature

BK 7268 PG 2050

P R O X Y

1. **OWNERSHIP.** The undersigned is the sole, legal owner of the SPRING HILL unit described with particularity below.
2. **AUTHORITY.** The undersigned has the right, power and authority to execute this Proxy Agreement.
3. **DESIGNATION OF PROXY AGENT.** The undersigned does hereby appoint DEBRA HARRINGTON of 628 as his/her agent in fact for the purposes set forth below.
4. **DESIGNATION OF ALTERNATE PROXY AGENT.** If a Proxy Agent is not named in Paragraph 3 above, or if the designated Proxy Agent is unable or unwilling to appear, then the undersigned hereby appoints Steelman Borden, a current Member of the Management Committee of the Homeowners Association, to act as his/her Proxy Agent with all of the rights, powers and duties set forth in Paragraph 4 above.
5. **APPOINTMENT OF PROXY AGENT.** The Proxy Agent is appointed hereby to represent the undersigned at the Homeowners Association meeting or meetings scheduled to consider and to vote on the proposed AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS (the "Proposed Amendment"); and to vote the undersigned's percentage of ownership interest in the common areas and facilities as set forth in the Declaration and By-Laws (a) in favor of the Proposed Amendment and (b) as the Proxy Agent deems necessary or appropriate, in his or her sole discretion and using his or her best judgment, on all other related issues that may come before the Association.
6. **DURATION OF APPOINTMENT.** This Proxy appointment supersedes all previous proxy agreements which may have been executed by the undersigned and shall continue in effect perpetually until such time as it may be revoked in writing by the undersigned or December 31, 1995, whichever first occurs.
7. **RELIANCE.** The Homeowners Association shall be entitled to rely upon this Proxy Agreement until such time as it shall receive a written revocation.

DATED this 24 day of Oct, 1995.

OWNER:

Name: Linda Bolen

Signature: Linda Bolen

UNIT No. 624

BK 7268 PG 2051

P R O X Y

1. **OWNERSHIP.** The undersigned is the sole, legal owner of the SPRING HILL unit described with particularity below.
2. **AUTHORITY.** The undersigned has the right, power and authority to execute this Proxy Agreement.
3. **DESIGNATION OF PROXY AGENT.** The undersigned does hereby appoint Dianna Davis and Lucille Hyer of _____ as his/her agent in fact for the purposes set forth below.
4. **DESIGNATION OF ALTERNATE PROXY AGENT.** If a Proxy Agent is not named in Paragraph 3 above, or if the designated Proxy Agent is unable or unwilling to appear, then the undersigned hereby appoints Steelman Borden, a current Member of the Management Committee of the Homeowners Association, to act as his/her Proxy Agent with all of the rights, powers and duties set forth in Paragraph 4 above.
5. **APPOINTMENT OF PROXY AGENT.** The Proxy Agent is appointed hereby to represent the undersigned at the Homeowners Association meeting or meetings scheduled to consider and to vote on the proposed AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS (the "Proposed Amendment"); and to vote the undersigned's percentage of ownership interest in the common areas and facilities as set forth in the Declaration and By-Laws (a) in favor of the Proposed Amendment and (b) as the Proxy Agent deems necessary or appropriate, in his or her sole discretion and using his or her best judgment, on all other related issues that may come before the Association.
6. **DURATION OF APPOINTMENT.** This Proxy appointment supersedes all previous proxy agreements which may have been executed by the undersigned and shall continue in effect perpetually until such time as it may be revoked in writing by the undersigned or December 31, 1995, whichever first occurs.
7. **RELIANCE.** The Homeowners Association shall be entitled to rely upon this Proxy Agreement until such time as it shall receive a written revocation.

DATED this 24 day of Oct, 1995.

OWNER:

Name: DeAnn Evans

Signature: DeAnn Evans

UNIT No. 623 E. Springhill Dr

BK7268PG2052

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owners at SPRING HILL CONDOMINIUMS, pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consent to the proposed "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

2. Authorize the appropriate officers of the SPRING HILL MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a formal amendment to the Declaration.

<u>10-11-95</u> Date	<u>Kenneth Balis</u> Name (Print)	<u>H-4</u> Unit No.	<u>Kenneth Balis</u> Signature
<u>10/11/95</u> Date	<u>Sally B. Monson</u> Name (Print)	<u>C-3</u> Unit No.	<u>Sally B. Monson</u> Signature
<u>10/14/95</u> Date	<u>Marie Gunderson</u> Name (Print)	<u>C-1</u> Unit No.	<u>Marie Gunderson</u> Signature
<u>10/14/95</u> Date	<u>LYNDA PEET</u> Name (Print)	<u>H-2</u> Unit No.	<u>Lynnda Peet</u> Signature
<u>10/14/95</u> Date	<u>Carolyn Meremiet</u> Name (Print)	<u>K-2</u> Unit No.	<u>Carolyn Meremiet</u> Signature
<u>10/14/95</u> Date	<u>Karen Medley</u> Name (Print)	<u>E-6</u> Unit No.	<u>Karen S. Medley</u> Signature
<u>10/14/95</u> Date	<u>JACK RODGERS</u> Name (Print)	<u>J-5</u> Unit No.	<u>Jack Rodgers</u> Signature
<u>10/14/95</u> Date	<u>PAUL J. HENDERSON</u> Name (Print)	<u>E-2</u> Unit No.	<u>Paul J. Henderson</u> Signature
<u>10/14/95</u> Date	<u>Lucile Hyer</u> Name (Print)	<u>H-2</u> Unit No.	<u>Lucile Hyer</u> Signature
<u>10/24/95</u> Date	<u>Steelman J. BORDEN</u> Name (Print)	<u>F-3</u> Unit No.	<u>Steelman J. Borden</u> Signature

BK7268PG2053

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: Oct. 30, 1995

Name: CLARENCE W. LARSON
(Print)

Unit No. F-2

Signature: Clarence W. Larson

BK7268PG2054

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10-29-95

Name: DEBBIE GRAY
(Print)

Unit No. K-3 646 SPRINGHILL DR

Signature: Debbie Gray

BK7268FG2055

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10/24/95

Name: KEVIN HARDY
(Print)

Unit No. C.S-631

Signature: Kevin Hardy

BK7268PG2056

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10-15-95

Name: ROY K. KLEIN
(Print)

Unit No. H-5

Signature: *R. Klein*

5269 SPRINGHOLSE LN.

BK7268PG2057

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10-26-95

Name: KATHY WHITE
(Print)

Unit No. B-1

Signature: Kathy White

BK7268PC2058

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10/28/85

Name: PAMELA H. CRAVE
(Print)

Unit No. 62

Signature: Pamela H. Crave

BK 7268 PG 2059

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 29th October 1995

Name: ROBERT L. PARKIN
(Print)

Unit No. G-4
Signature: Robert L. Parkin

BK7268PG2060

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: October 28, 1995

Name: Joyce Pearce
(Print)

Unit No. G6

Signature: Joyce Pearce

BK7268PC2061

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: October 24, 1995

Name: Lucile Hyer & DiAnna Davis
(Print)

Unit No. H 2

Signature: Lucile Hyer & DiAnna Davis

BK7268P62062

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 24 October 1995

Name: STEPHANIE B. LUCAS
(Print)

Unit No. E-7

Signature: Stephanie B. Lucas

BK7268PC2063

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10/18/95

Name: KAREN L. ROSEK - Nancy I. Rael
(Print)

Unit No. 46

Signature: Karen L. Rosek Nancy I. Rael

BK 7268 PG 2064

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10-18-95

Name: HEIDI R. SANDERS
(Print)

Unit No. 65

Signature: Heidi R. Sanders

BK7268PG2065

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10/24/95

Name: MYRON STAM
(Print)

Unit No. D8
Signature: Myron E. Stam

Blakerley (Lawyer)
486-5634

BK7268PG2066

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: Oct 24, 1995
Name: Maxine A. Lawrence
(Print)
Unit No. C-5
Signature: Maxine A. Lawrence

BK 7268 PG 2067

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and
2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: October 31, 1995

Name: Betty J. HIRSTREET
(Print)

Unit No. 61

Signature: Betty J. Hirstreet

BK7268PG2068

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date:

Oct. 19, 1995

Name:

Bernice Marguarat
(Print)

Unit No.

H-1

Signature:

Bernice Marguarat

BK7268FG2069

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: Oct. 22, 1995

Name: ELIZABETH S. TREADWAY
(Print)

Unit No. F-5

Signature: Elizabeth S. Treadway

BK7268PG2070

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 11/3/95

Name: John Beck
(Print)

Unit No. B-2

Signature: John Beck

BK7268PG2071

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10/31/95

Name: JOHN K & VIRGINIA M. SUMMERS
(Print)

Unit No. D-7 638 Springhouse LN

Signature: John K. Summers

BK7268PG2072

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: October 24 - 1995

Name: Ruth Rowell
(Print)

Unit No. D-5

Signature: Ruth Rowell

BK 7268PG2073

**BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS**

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and
2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: October 24, 1995

Name: VALEEN CARTER
(Print)

Unit No. J-2

Signature: Valeen Carter

BK7268PG2074

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: October 24, 1995

Name: JOAN P. LYON
(Print)

Unit No. 5-1

Signature: Joan P. Lyon (Duo)

BK 7268PG2075

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 27 oct 1995

Name: Robert L. Barr
(Print)

Unit No. ~~5279~~ J-3

Signature: Robert L. Barr

BK7268PG2076

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: Oct. 29

Name: Claire J. Turner
(Print)

Unit No. 604 E-1

Signature: *Claire J. Turner*

BK7268PG2077

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: 10/24/95

Name: Debbie Harrington
(Print)

Unit No. A-2

Signature: Debbie Harrington

BK 7268PG2078

BALLOT & CONSENT
TO APPROVE PROPOSED AMENDMENT
TO
SPRING HILL DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND BY-LAWS

The undersigned Unit Owner at SPRING HILL CONDOMINIUMS,
pursuant to Section 25 of the SPRING HILL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND BY-LAWS hereby:

1. Consents to the proposed "AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BY-LAWS FOR
SPRING HILL CONDOMINIUMS," as set forth in Exhibit "A" attached
hereto and incorporated herein by this reference; and

2. Authorizes the appropriate officers of the SPRING HILL
MANAGEMENT COMMITTEE or BOARD OF DIRECTORS to execute and record a
formal amendment to the Declaration.

Date: Oct. 18, 1995

Name: Woodrow W. Copeland
(Print)

Unit No. ~~5755~~ G-8

Signature: Woodrow W. Copeland

BK7268PG2079