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DECLARATION OF CONDOMINIUM

OF

CANTERBURY SQUARE CONDOMINIUMS
(Amended September 30, 1996)
[A Condominium Project]
Sandy, Utah

6498799
11/05/96 3:59 PM 103.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
STATE LAND TITLE INC
15 N 100 E #200 PROVO, 84606
REC BY: B GRAY DEPUTY - WI

THIS DECLARATION OF CONDOMINIUM is made as of this 3/96 day of May, 1996, by The Citadel Group, LLC, and SOUTHRIDGE APARTMENTS, L.L.C. (together "Declarant"), pursuant to the provisions of Section 57-8-1 et seq. of the Utah Code, as amended, known as the Condominium Ownership Act (the "Act").

RECITALS:

- A. Declarant is the record owner of that certain Tract of land, more particularly described in Article II hereof.
- B. Declarant states that there is constructed upon said Tract the Condominium Project, including certain Units and other improvements as presently constituted.
- C. Declarant desires by filing this Declaration to submit said Tract and all improvements constructed thereon to the provisions of the Act as a Condominium Project to be known as "Canterbury Square Condominiums".
- D. Declarant intends to sell to various purchasers fee title to the individual Units contained in the Project together with an undivided percentage interest in and to the Common Areas and Facilities appurtenant to such Units subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares the following:

ARTICLE I

DEFINITIONS

When used in this Declaration (including that portion hereof captioned "Recitals") each of the following terms used shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

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1.01 Act shall mean and refer to the Condominium Ownership Act, Title 57, Chapter 8, Utah Code (1953, as the same may be amended from time to time, including any successor statutory provisions thereof.)

1.02 Association of Unit Owners or the Association shall mean and refer to the Unit Owners acting as a group in accordance with this Declaration and the Act.

1.03 Building shall mean and refer to the structure containing Units and comprising a part of the Project.

1.04 Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration.

1.05 Common Areas or Common Areas and Facilities shall mean, refer to, and include:

a) The real property and interests in real property which this Declaration submits to the provision of the Act, including the entirety of the Tract and all landscaping, sidewalks, walkways, parking areas, private drives, or roadways located thereon, and exterior Building surfaces including roof (but excluding all Condominium Units as herein defined);

b) Those Common Areas and Facilities and Limited Common Areas and Facilities specifically set forth and designated as such on the Map;

c) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management including any central services such as power, water, light and gas; and

d) All Common Areas and Facilities and all Limited Common Areas and Facilities as defined in the Act, whether or not expressly listed herein or on the Map.

1.06 Common Expenses shall mean and refer to all items and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration and such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Management Committee or the Association may from time to time adopt.

1.07 Condominium Project or Project shall mean and refer to CANTERBURY SQUARE CONDOMINIUMS as the same shall exist from time to time.

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1.08 Condominium Unit or Unit shall mean and refer to one of the residential living units in the Project intended for independent use as defined in the Act; together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit, and shall include anything located within or receptacles and outlets, air conditioning compressors, and other air conditioning apparatus: but specifically excluding the exterior surfaces of Buildings and Units. Fixtures and the like shall also be considered part of the Unit as shall all decorated interiors all surfaces of interior structural walls; floors and ceilings; windows and window frames; doors and door frames; and trim consisting of, among other things and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Unit or serving only that Unit, and any structural members of any other property of any kind including fixtures and appliances within any Unit which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building within which the Unit is situated shall be considered part of the Unit.

1.09 Declaration shall mean and refer to this Declaration as the same may hereafter be supplemented or amended in accordance with law and provisions hereof. Any ambiguities, omissions, and/or conflicts herein shall be construed to comply with the provision of the Act.

1.10 Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas designated in this Declaration or the Act or shown on the Map as reserved for the exclusive use to a certain Unit or Units to the exclusion of other Units.

1.11 Management Committee or Committee shall mean and refer to the Committee as provided in this Declaration charged with and having the responsibility and authority to administer the Project and to make and to enforce reasonable rules and regulations covering the operation and maintenance thereof.

1.12 Member shall mean and refer to an Owner as a Member of the Association.

1.13 Mortgage shall mean and include both a recorded first mortgage on one or more Condominium Units and a recorded first deed of trust on one or more Condominium Units.

1.14 Mortgagee shall mean and include both a mortgagee and a beneficiary under a recorded Mortgage as defined in Section 1.13 above.

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1.15 Record of Survey Map or Map shall mean and refer to the amended Record of Survey Map filed concurrently herewith with the Salt Lake County Recorder entitled, "Canterbury Square Condominiums", Sandy City, Salt Lake County, Utah", executed and acknowledged by Declarant, consisting of one (1) sheet prepared by Surveying and Associates, a duly registered Utah Land Surveyor Company, as The Map may hereafter be modified, supplemented or amended in accordance with law and the provisions hereof.

1.16 Tract shall mean and refer to the real property described in Section 2.01, which Article II of this Declaration submits to the Act.

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

1.18 Unit Owner or Owner shall mean and refer to the person or persons owning a fee simple interest in a Condominium Unit. The Declarant shall be deemed to be the Owner of all completed but unsold Units. In the event a Unit is the subject of an executory contract of sale, the buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

ARTICLE II

SUBMISSION OF THE PROJECT

2.01 Submission, Description, and Reservations. Declarant hereby submits to the provisions of the Act the following described real property situated in the City of Sandy, County of Salt Lake, State of Utah:

BEGINNING 100 FEET SOUTH OF THE NORTHEAST CORNER OF BLOCK 46, CANTERBURY SQUARE PLAT, AND RUNNING THENCE SOUTH 100 FEET TO THE SOUTH EAST CORNER OF SAID BLOCK 46; THENCE WEST 200 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 46; THENCE NORTH 200 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 46; THENCE EAST 110 FEET TO A POINT 10 FEET EAST OF THE NORTHWEST CORNER LOT 13, OF SAID BLOCK 46; THENCE SOUTH 100 FEET; THENCE EAST 90 FEET TO THE POINT OF BEGINNING.

Subject to easements, restrictions and rights of way appearing of record, enforceable in law or equity.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant to construct and complete the improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things

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reasonably necessary or proper in connection therewith designed for the use and enjoyment of all the owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easement, the reservations hereby effected shall, unless sooner terms, expire five (5) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof including any Mortgage (and nothing in this paragraph shall be deemed to modify or amend such Mortgage); all visible easements and right-of-ways; all easements and right-of-ways, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such time as construction of all Project Improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities; AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION.

2.02 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into eighteen (18) Condominium Units as set forth on the Map, each such Condominium Unit consisting of a Unit and an appurtenant undivided but equal interest in and to the Common Areas and Facilities. Such units comprise the minimum and maximum number of Units in the Project and each Unit Owner will have a minimum of approximately 5.56% undivided interest in the Common Areas and Facilities.

ARTICLE III

IMPROVEMENTS

3.01 Improvements. The improvements included in the Project are now or will be located on the Tract and all of such improvements are described on the Map including the number of Units; the dimensions of the Units; and other significant facts relating to the Building, Units, and to the Common Areas and Facilities.

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3.02 Description of Building and Units. There is one (1) Building containing eighteen (18) Units and three levels, consisting of six one-bedroom condominiums and twelve two-bedroom condominiums. Each Unit has a single level of living area as well as a ground-level parking stall (designated as Limited Common Area to such Unit). The construction consists of brick and wood. The Common Areas will consist of private driveways, parking areas, sidewalks, walkways, hallways, and landscaped open areas.

3.03 Description of Legal State of Units. The Map shows the Unit Number of each Unit; its location and dimensions from which its areas may be determined; the Limited Common Areas, if any, which are reserved for its use; and the Common Areas of the Project. Each Unit shall be legally designated and described by a Unit Number.

3.04 Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and on the Map. Neither the ownership of undivided interests in and to the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which they appertain and, even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest as such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

3.05 Conveyance Description of a Unit. Each conveyance or contract for sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the Unit Number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, and in substantially the following form:

Unit _____ contained within CANTERBURY SQUARE as the same is identified in the Record of Survey Map therefore recorded in Salt Lake County, Utah, as Entry No. _____ (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of Canterbury Square Condominiums recorded in Salt Lake County, Utah, as Entry No. _____, Book _____, Page _____ (as said Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities which is appurtenant to said Unit as more particularly described in said Declaration (as said Declaration may have heretofore been amended or supplemented).

Such description will be construed to describe the Unit, together with an equal undivided ownership interest in and to the Common Areas and Facilities as the same are established and identified in the Declaration and on the Map, and to incorporate all the rights incidents to ownership of a Unit and all the limitations to such ownership as described in this Declaration. Each such conveyance shall be subject to all of the provisions of this Declaration.

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ARTICLE IV

NATURE AND INCIDENT OF OWNERSHIP

4.01 Holding Title. Title to a Unit shall be in fee simple and may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah including, but without limitation, joint tenancy in common. An Owner's right to sell or otherwise convey title to such Owner's Unit shall not be subject to any right of first refusal or similar restrictions in favor of Declarant or the Association.

4.02 No Separation. No part of a Unit, nor any part of the legal rights comprising ownership of a Unit, may be separated from any other part thereof during the period of condominium ownership described herein, so that each Unit, the undivided interest in and to the Common Areas appurtenant to such Unit, and the exclusive right to and occupy the Limited Common Areas appurtenant to each Unit, shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

4.03 Membership in Association. Every Unit Owner shall be a Member of the Association of Unit Owners. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from the Unit to which it appertains.

4.04 Undivided Interest in Common Areas. Each Unit Owner shall have, for each Unit owned, an equal, undivided ownership interest in and to the Common Areas. (The interest of each individual unit being approximately 5.56%).

4.05 No Partition. The Common Areas and Facilities shall be owned in common by all the Owners of the Units and no Unit Owner may bring action for partition thereof.

4.06 Use of Common Areas and Limited Common Areas. Subject to the limitations contained in this Declaration, each Unit owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein or on the Map or inferred by the Act which appertain to the Unit owned.

4.07 Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of the undivided interest in and to the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and special district which has such jurisdiction over the Project for all types of taxes and assessments authorized by law,

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and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against such Owner relative to the Condominium Unit owned.

4.08 Duty to Pay Association Assessments. Each Unit Owner is obligated to pay and discharge all assessments and charges levied by the Association as set forth herein.

4.09 Unit Maintenance. Each Owner shall, at his own cost and expense maintain, repair, paint, re-paint, tile, paper, or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, and windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement to any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his Unit.

4.10 Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.

ARTICLE V

EASEMENTS

5.01 Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon and adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either in Common Areas or the Units. Encroachments referred to herein including, but are not limited to, encroachments caused by error in the original construction of the Buildings on the Tract, by error in the Map, by settling, raising or shifting of the earth, or by the changes in the position caused by repair or reconstruction of the Project or any part thereof.

5.02 Repair of Common Areas. If any of the Common Areas are or may be located when any of the Units or may be conveniently accessible only through the Units, the Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making

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emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of the Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the insistence of the Committee or of Unit Owners, shall be an expense of all the Unit Owners and assessed proportionately; provided that if such damage is the result of negligence of the Owner of the Unit, members of his family, his or their guests or invitee, then such Owner shall be financially responsible for all such damage. Amounts owing by Owners pursuant hereto shall be collected by the Committee by assessment pursuant to this Declaration.

5.03 Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

5.04 Utility Services. There is hereby created a blanket easement upon, across, over and under the Tract for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewer, gas, telephone, electricity, and other utility services.

5.05 Right of Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to any Limited Common Area designated for use in connection with his Unit, and each Owner shall have the right to the horizontal, vertical, and lateral support of his and any adjoining Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE VI

RESTRICTIONS

6.01 Residential Use. The tract is zoned for residential use pursuant to Sandy City Ordinance. Each Unit and Unit Owner are subject to the uses and restrictions imposed thereby, including but not limited to, occupancy and parking restrictions.

6.02 Leasing. A Unit Owner may lease his Unit for an initial term of not less than six (6) months evidenced by writing executed by the Owner and the lessee/tenant and containing a specific statement that such is subject to the provisions of this Declaration. No Owner shall lease less than his entire Unit.

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6.03 Restrictions Concerning Common Areas. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitee without the prior written consent of the Management Committee. The Management Committee may, by rules and regulations, prohibit or limit the use of the Common Areas and Facilities as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed on, or removed from the Common Areas except upon consent of the Management Committee.

6.04 Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee; provided, however, that any invitee of the Declarant shall not, under any circumstances, be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

6.05 Animals. No livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that household pets may be kept in Units, subject to strict observance of rules and regulations adopted by the Management Committee.

6.06 No Violation of Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and the Common Areas as adopted from time to time by the Management Committee.

6.07 Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee.

6.08 Declarant's Right to Sell Units. Notwithstanding anything contained herein to the contrary, until Declarant has completed and sold all of the Units, the Owners who have purchased Units from Declarant shall not interfere with the completion of the contemplated improvements and sale of the remaining Units. Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the Units, and the display of signs.

6.09 Signs. No signs or other advertising shall be displayed which are visible from the exterior of any Unit or on the Common Areas, including "For Sale" signs, except in conformity with the rules and regulations promulgated by the Management Committee.

6.10 Parking. The parking of recreational vehicles or boats or other than operational passenger vehicles within the Project is prohibited or unless approved in writing by the Management Committee.

ARTICLE VII

INSURANCE

7.01 Insurance and Bonds. The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverage with respect to the Project:

a) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of the entire project, but excluding contents of Units. Such policy or policies shall be made payable to the Committee and all persons holding an interest in the Project or any of the Units, as their interests may appear.

b) An appropriate fidelity bond coverage for any person or entity handling funds of the Management Committee, including but not limited to, employees of a professional manager, if any, the amount of such coverage is to be less than the estimated maximum of funds, including reserves, in the custody of such person or entity at any given time during the bond term, all as determined by the Management Committee, but in no event less than the sum equal to three months' aggregate assessments on all Units plus reserve funds.

c) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use or operation of the Project, or of any Unit, which may arise among themselves, to the public, and to any invitee or tenants of the Project or the Unit Owners. Limits of liability under such insurance shall not be less than \$300,000.00 for any person injured; \$1,000,000.00 for all persons injured in any one

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accident; and \$1,000,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

7.02 Additional Insurance Provisions. The following additional provisions shall apply with respect to such insurance:

a) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature and use.

b) The Committee shall have the authority to adjust losses.

c) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their Mortgagees.

d) Each policy of insurance obtained by the Committee shall, if possible, provide: a waiver of the insurer's subrogation rights with respect to the Committee; the Manager; the Unit Owners, and their respective servants, agents, and guests; that cannot be canceled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without prior written demand that the defect be cured; and that any "not other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

e) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project (other than for the Unit contents) shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

f) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association and Department of Veterans Affairs.

ARTICLE VIII

DAMAGE, DESTRUCTION, AND RESTORATION

8.01 In the event of damage or part or all of the improvements in the Condominium Project, the following procedures shall apply:

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a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out as quickly as possible.

b) If less than seventy-five percent (75%) or more 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 restoration shall be carried out, and upon approval or at least fifty percent (50%) of the affected Unit Owners all affected Owners shall be assessed equality for any deficiency.

c) If seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged; and if proceeds of insurance maintained by the Management Committee are not alone sufficient to accomplish restoration; and if the Unit Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) elect to repair or reconstruct the affected improvements, restoration, and assessment therefore shall be accomplished in the manner directed under subsection (b) above.

d) If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged; and if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration; and if the Unit Owners do not [within one hundred (100) days] after the destruction or damage and by a vote of at least seventy-five percent (75%); elect to repair or reconstruct the affected improvements; the Management 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 Section 57-8-31 (1) through (4) of the Act shall apply and govern the rights of all parties having an interest in the Project or any of the Units.

e) Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Article regarding the extent of the damage to or destruction of Project improvements, shall be made by three qualified appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

ARTICLE IX

MORTGAGES AND MORTGAGEE PROTECTION

9.01 Notice of Mortgage. Any Owner who mortgages his Unit shall furnish the Committee the name and address for such Mortgagee, and the Committee shall maintain such information in a book entitled, "Mortgages of Units". The Committee shall report to such Mortgagee any unpaid assessments due from the Owner of such

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Unit at the same time as the Committee makes demand on the Owner thereof for payment of such assessment. Each Mortgagee shall also be entitled to written notification from the Committee of any other default by its Owner/Mortgagor in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within thirty (30) days after written notice to such Owner/Mortgagor by the Committee specifying such default.

9.02 Right to Examine. A Mortgagee shall have the right to examine the books and records of the Association and Committee upon request and to require annual reports of the financial status of the Association.

9.03 Notice of Damage. In the event of substantial damage to or destruction of any Unit of any part of the Common Areas, the Mortgagee of any Unit shall be entitled to timely written notice of any such damage or destruction. No Owner or other party shall be entitled to priority over such Mortgagee with respect to the distribution to such Unit of any insurance proceeds.

9.04 Notice of Default. Any Mortgagee is entitled to written notification from the Management Committee of any default by the Owner of such Unit in the performance of any obligation under the Declaration which is not cured within thirty (30) days.

9.05 Effect of Foreclosure on Liens. Each Mortgagee of a Unit who comes into possession of such Unit by virtue of foreclosure of the Mortgage, or by deed or assignments in lieu of foreclosure, or any purchaser at a foreclosure sale; shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrued 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 in the Project including the mortgaged Unit.

9.06 General Mortgagee Protection. Unless at least seventy-five percent (75%) of the Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall:

a) By act or omission seek to abandon or terminate the Project except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain;

b) Change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocation distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each Unit in the Common Areas;

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c) Make any material amendment to the Declaration or to the Bylaws of the Association including, but not limited to, any amendment which would change to percentage interest of the Unit Owners in the Common Areas;

d) By act or omission seek to amend, partition, subdivide, encumber, sell or transfer the Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this Section; or

e) Use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided by the Act in cases of substantial loss to the Units and/or the Common Areas of the Project.

PURSUANT TO SECTION 57-8-15 OF THE ACT, THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES X, XI, AND XII. THE GENERAL PROVISIONS OF ARTICLE XIII OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAW PROVISIONS, AS THE CASE MAY BE.

ARTICLE X

BYLAWS

MANAGEMENT COMMITTEE

10.1 Status and General Authority. Except as otherwise herein provided, the Condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Association of Unit Owners. The Committee shall, in connection with its exercise of any of the Owners hereinafter provided, constitute a legal entity capable of dealing in the Association's name. The Management Committee shall have, and is hereby granted, the following authority and powers:

a) The authority without the vote or consent of the Unit Owners or of any other person, except for Mortgages if required by the terms of their Mortgage, to grant or create on such reasonable terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities;

b) The authority to execute and record, on behalf of all Unit Owners, any amendments to the Declaration or the Map which have been approved by the vote or consent of Unit Owners necessary to authorize such amendments as set forth in Section 13.03 of this Declaration;

c) The power to sue and be sued;

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d) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

e) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained, including that of any Mortgagee if required by the terms of the Mortgage;

f) The power and authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners; and

g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners; and

h) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Management Committee, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which 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.

10.02 Composition of Committee: Declarant Control. Until the happening of the first of the following two events, the Management Committee shall be composed of three (3) members, who need not be Owners, selected solely by Declarant:

a) The expiration of one hundred twenty (120) days following the conveyance of title to seventy-five percent (75%) of the total outstanding Association votes; or

b) The expiration of three (3) years after the first conveyance of title to any Unit purchaser.

Provided, however, that Declarant may waive such right, in whole or in part at any time prior to the occurrence of either or both of the aforesaid events by (i) giving notice to Unit Owners of such waiver, in written recordable form and (ii) filing for record in the Office of the Salt Lake County Recorder a written notice of waiver of such right, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the

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Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded. In the event a Committee seat (which was filed by an appointee of or by Declarant) becomes vacant, Declarant has the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining 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.

10.03 Management Committee: Composition, Election, Vacancies. Subject to the provisions of Section 10.02 above, the Committee shall be composed of three (3) members; one to be elected to a three-year term; one to a two-year term; and one to a one-year term. As members' terms expire, new members shall be elected for three-year terms. Members shall serve on the Committee until their successors are elected. Committee member must be Owners or officers, directors, agents or employees of non-individual Owners. Vacancies in the Committee and said appointees shall serve until the next annual meeting when their successor shall be elected for the unexpired term of the member they were appointed to replace.

10.04 Rights and Duties. The Management Committee, subject to the rights and duties of the Unit Owners, this Declaration and the Bylaws shall be responsible for the general management and administration of the Project. It is understood that the Committee has the obligation to maintain the Common Areas. However, and notwithstanding anything contained herein to the contrary, in the event of the failure or refusal of the Committee to maintain all the Common Areas of this Project, as contemplated in this Declaration, then the Unit Owners shall maintain the same.

10.05 Exterior Maintenance. In connection with its duty to maintain Common Areas, the Committee will provide maintenance upon the exterior of each Building and Unit, fencing, carports, and the Common Area as follows: paint, repair, replace, and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, parking areas, and other exterior improvements except glass surfaces.

10.06 Right of Delegation of Manager. The Management Committee may carry out any of its functions which are capable of delegation through a manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any such management agreement shall be terminable for cause upon thirty (30) days notice and may run for a reasonable period of time from one (1) to three (3) years, renewable by consent of the Association and the Committee. A management agreement negotiated by Declarant shall not exceed two (2) years' duration.

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10.07 Payment for Services, Etc. The Management Committee may obtain and pay for the services of such personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project, including the enforcement of this Declaration. The Committee may also hire other persons to furnish snow removal, ground maintenance, and other common services to the Project.

10.08 Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and the benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in and to the Common Areas and transferable only with the transfer of a Unit.

10.09 Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has Declaration. The Management Committee may suspend any Owner's voting rights at any meeting of Unit Owners or for periods during which such Owner fails to comply with such rules and regulations, or with any other obligations under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent provided by law.

10.10 Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Area without the prior approval of the Unit Owners holding a majority of the voting power.

10.11 Extended Rights. The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein.

10.12 Architectural Control. The Committee shall act in all matters pertaining to architectural control and shall establish rules and procedures for submitting plans for approval of any proposed construction, alteration, remodeling, etc., involving any Unit.

10.13 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 (excluding fraudulent and/or criminal actions) including, without limitation, 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 XI

BYLAWS

ASSOCIATION VOTING, MEETING, AND OFFICERS

11.01 Voting. The Association shall have a total of eighteen (18) votes, one (1) for each Unit.

11.02 Multiple Ownership. Multiple record Owners of a single Unit shall be unanimous in their single vote for such Unit; otherwise, such Unit shall not be represented by a vote. Votes may be cast in person or by proxy designated in writing and filed with the Secretary of the Association.

11.03 Place of Meeting. Meetings of the Association shall be held at a suitable place convenient to the Owners as may be designated by the Management Committee in its notice.

11.04 Annual Meetings. Annual meetings of Members of the Association shall be held in the month of September each year beginning in the year 1996 on such day and time as is set forth in the notice therefore; provided that after the first such annual meeting, a month other than September may be chosen if it is deemed by the Members to be more convenient. At such annual meetings there shall be elected members of the Management Committee, as needed, pursuant to the provisions of this Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.

11.05 Special Meetings. The President shall call a special meeting of the Owners as directed by a resolution of the Management Committee or on a petition signed by Owners holding at least one-third (1/3) of the total votes of the Association and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice therefore unless consented to by two-thirds (2/3) or more of the Owners present, either in person or by proxy.

11.06 Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than twenty (20) days, prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

11.07 Quorum. Owners present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special provided however that such Members collectively be entitled to cast at least one-half (1/2) of the votes of the Association.

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11.08 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called at which time the requirements for a quorum shall be reduced by one-half that required 11.07.

11.09 Officers. The Association shall have a President, a Vice-President, and a Secretary/Treasurer all of whom shall be elected by and from the Management Committee. The Committee may appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Management Committee in an organizational meeting of the Committee immediately following each annual meeting of Members at which the new Management Committee has been elected.

a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties that are usually vested in the office of a president of a similar type association.

b) Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President is absent or unable to act. If neither the President or Vice-President is able to act, the Management Committee shall appoint some other Member of the Committee to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed on him by the Management Committee.

c) Secretary. The Secretary shall keep the minutes of all meetings of the Association. He shall have charge of such books and records as the Management Committee may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association.

d) Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Management Committee. He shall also be bondable. All premiums necessary to bond the Treasurer against misuse of funds shall be paid for by the Association.

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ARTICLE XII

BYLAWS

ASSESSMENTS

12.01 Agreement to Pay Assessments. Each Owner of a Unit, by the acceptance of a deed or contract therefore, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with all other Unit Owners and with the Management Committee to pay annual assessments for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided herein by the Management Committee which alone shall have such power to assess.

12.02 Basis of Assessments. All assessments shall be in uniform application. The total annual assessments against all Units shall be based upon a budget of advance estimates of past requirements by the Management Committee to provide for the payment of all estimated Common Expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Project, which estimated may include among other things, expenses of management, taxes, and special assessments; if any; levied by governmental authorities; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water, repair and maintenance of the Common Areas; wages for employees of the Committee; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

12.03 Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all units in proportion to their respective undivided interest in and to the Common Areas provided, however, that for this purpose Declarant shall be deemed to own only the undivided interest in the Common Areas based upon Units which are ready to convey but have not yet been conveyed by Declarant.

12.04 Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment. Such annual assessment may be paid in twelve (12) equal monthly payments. The first such monthly assessment shall become due and payable thirty (30) days after a Unit Owner

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purchases his Unit, whether by conveyance of title or by entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month. Each monthly payment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within fifteen (15) days after such date.

12.05 Initial Fees. In addition, Declarant shall be required to prepay at the time of Unit purchase, a one-time sum equal to one time the then monthly installment of the annual assessment. Such fees shall become part of the Association's general fund to be utilized as necessary and shall be in addition to monthly installments which shall commence as to an Owner when he becomes an Owner.

12.06 Maximum Annual Assessment. Until January 1 of the calendar year immediately following the conveyance of the first Unit to an Owner, the maximum monthly assessment shall be \$15.00 per Unit. From and after January 1 of the calendar year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each calendar year thereafter by the vote of Owners entitled to cast the number of Association votes required to amend this Declaration.

12.07 Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of Section 10.10 above, payable over such period as the management Committee may determine, for the purpose of defray, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized herein. Any amount assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in and to the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. A special assessment, or any portion thereof as determined by the Committee, shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

12.08 Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, and all costs and expenses incurred, with or without suit or before or after judgement, in collecting delinquent accounts or foreclosing against the Condominium Units concerned, shall be secured by a lien on such

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Unit in favor of the Association and, upon recording of a notice of lien by the Management Committee, shall be a lien upon the Unit prior to all other liens and encumbrances, recorded or unrecorded, except:

a) Tax and special assessment liens on the Unit in favor of any assessing agency or special improvement district; and

b) Liens of Mortgages; and

c) Any other encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

To evidence a lien for sums assessed pursuant to this Article, the Management Committee shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by or on behalf of the Management Committee and may be recorded in the office of the County Recorder of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management Committee in the same manner in which a mortgage or trust deed on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay the Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and, if it is the purchaser, to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the subject Condominium Unit as the Owner thereof.

12.09 Release of Lien. A release of notice of lien shall be executed by the management Committee and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums owed and secured by a lien, which has been the subject of a recorded notice of lien.

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12.10 Payment of Encumbrancer. Any encumbrancer holding a lien on unit may, but shall not be required to, pay any amounts secured by the lien created by this Article, and upon such payments such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority. The Management Committee, upon written request, and evidenced of such encumbrance, shall report to any encumbrancer of Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due.

12.11 Personal Obligation of Owner. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Management Committee, as agent for the Association. No Owner may avoid, diminish or abate such personal obligation by waiver of the use and enjoyment of any of the Common Areas, by abandonment of his Unit, or by making a claim for inconvenience or discomfort caused by construction or repairs within the Project.

12.12 Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed fifteen dollars (\$15.00) and upon written request of any Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current annual assessment and the portion thereof, if any, which has therefore been paid; and credit for advance payments of prepaid items, including but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall obligate the Management Committee in favor of persons who rely thereon in good faith.

12.13 Purchaser's Obligation. A purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration, the Bylaws, the administrative rules and regulations promulgated pursuant thereto as the same may be lawfully adopted from time to time, and with the decisions adopted pursuant to this Declaration, Bylaws and such

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administrative rules and regulations. Defaulting Unit Owners shall pay all cost and expenses incurred in enforcing the provisions hereof, including reasonable attorney's fees and costs and moneys paid and due for damages or injunctive relief, or both, maintainable by the Management Committee on behalf of the Association of Unit Owners.

13.02 Party Walls. Each wall which is built as a part of the original construction of the Units upon the Project and placed on the dividing line between Units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

13.03 Amendments. Except as provided by below, the vote of at least seventy-five percent (75%) of the undivided ownership interest in and to the Common Areas and Facilities shall be required to amend this Declaration (including the Association Bylaws set forth herein) or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred. Notwithstanding the above, until Units representing seventy-five percent (75%) of the undivided ownership interest in the Project have been sold, Declarant alone shall have and hereby vested with the right to effect such amendments provided, however, that during any period of time in which Declarant controls the Association and selects the Management Committee, any such amendments must also be approved by all Unit Owners and their lien holders of record. Such right in Declarant to amend shall be obtained without regard to the subject matter of amendment, so long as the amendment involved is consistent with the Act.

13.04 Consent Equivalent to Vote. In those cases in which the Act or this Declaration required the vote of a stated percentage of the Project's undivided ownership interest for the authorization of approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

13.05 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land, and/or equitable servitude, as the case may be, and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, lessees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act,

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the provisions of this Declaration, and failure to comply therewith shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Association of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents and agrees to be bound by each and every provision of this Declaration.

13.06 Agent for Service of Process. Boyd W. Nance is designated initially as the person to receive service of process in cases authorized by the Act. The initial address for Boyd W. Nance for service of process shall be 4455 South 700 East, Suite #206, Salt Lake City, Utah 84107. However, the Management Committee shall have the right to appoint a successor agent for service of process who shall be a resident of Sandy, Utah. Such successor and his or her address shall be specified by an appropriate amendment filed in the office of the Recorder of Salt Lake County, Utah.

13.07 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of time lapse or the number of violations or breaches which may occur.

13.08 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the plural the singular. The use of any gender shall include all genders.

13.09 Severability. If any of the provisions of this Declaration or any Article of Section, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected by such invalidity.

13.10 Topical Headings. The headings appearing at the beginning of the Sections or Articles of this Declaration are only for convenience or reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any Section or provision hereof.

13.11 Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

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**CANTERBURY SQUARE CONDOMINIUMS
HOMEOWNERS ASSOCIATION**

BYLAWS

ARTICLE I. OFFICES

The principal office of the Corporation in the State of Utah shall be located in Salt Lake City. The Corporation may have such other offices, either within or without the State of Utah, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Utah Business Corporation Act to be maintained in the State of Utah may be, but need not be, identical with the principal office in the State of Utah. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held on the 15th in the month of September in each year, beginning with the year 1997, at the hour of 9:00 o'clock a.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein or any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as is convenient.

Section 2. Special Meeting. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, the Chairman of the Board of Directors or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth of all outstanding shares of the Corporation entitled to vote at the meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, whether within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place either within or without the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting is to be otherwise called, the place of meeting shall be the principal office of the Corporation.

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Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, whether personally or by mail, by or at the direction of the President, or the Secretary, or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposition is through the United States mail, addressed to each shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Section 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining shareholders entitled to notice of, or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend or, in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of, or to vote at, a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

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Section 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

Section 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, unless provided otherwise in the Corporation's Articles of Incorporation.

Section 10. Voting of Shares by Certain Holders. Shares outstanding in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such Corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither shares of its own stock held by the Corporation, nor those held by another corporation if a majority of the shares entitled to vote for the election of directors of such other corporation are held by the Corporation, shall be voted at any

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meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

Section 11. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may designate a committee or committees consisting of not less than two directors, which committee or committees shall have and may exercise all of the authority designated to it or them by the Board of Directors; but, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof of any responsibility imposed upon it or him by law.

Section 2. Number, Tenure and Qualifications. The number of directors of the Corporation shall be not less than the number of shareholders of the Corporation entitled to vote for the election of directors nor more than nine (9) as determined, from time to time, by the Board of Directors. Each Director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified. Directors need not be residents of the State of Utah or shareholders of the Corporation. The Board of Directors may elect from its own number a Chairman of the Board, who shall preside at all meetings of the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than this Bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, whether within or without the State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or the Chairman of the Board of Directors or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Utah, as the place for holding any special meeting of the Board of Directors called by them.

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Section 5. Notice. Notice of any special meeting shall be given at least two days previous thereto by written notice delivered personally or mailed to each Director at his business address, or by facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, properly addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered when the facsimile is delivered. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the number of directors fixed by Section 2. of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Any action which may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken without a meeting, is signed by all of the Directors.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of Directors by the shareholders.

Section 9. Compensation. By resolution of the Board of Directors, each Director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

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Section 10. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof of shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV. OFFICERS

Section 1. Number. The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgement, the best interests of the Corporation will be served thereby, but any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. The President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless the Directors have designated a Chairman in accordance with Article III, Section 2., of these Bylaws. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors,

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certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-President. In the Absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions the President. Any vice-President may sign, with the Secretary or an Assistant Secretary, certificates for shares of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder; (e) sign with the President, or a Vice-President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V.

Section 9. Assistant Secretaries and Assistant Treasurers. Assistant Secretaries, when authorized by the Board of Directors, may sign, with the President or a Vice-President, certificates for shares of the Corporation the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurer shall, respectively, if required by the Board

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of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer of officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI. INDEMNIFICATION

Section 1. Indemnification of Third Party Actions. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection

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with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of a nolo contendere or its equivalent, shall not, of itself, create a presumption that the person, (1) did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Corporation or, with respect to any criminal action or proceeding, (2) had reasonable cause to believe that his conduct was lawful.

Section 2. Indemnification-Corporate Actions. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgement in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court considers proper.

Section 3. Determination. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) which he actually and reasonably incurred in connection therewith. Any other indemnification under Sections 1 and 2 of this Article 1 and 2 of this Article VI, unless ordered by a court shall be made by the Corporation on a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 or 2 hereof. Such determination shall be made either by (1) the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, (2) by independent legal counsel in a written opinion, or (3) by the shareholders by a majority vote of a quorum of shareholders at any meeting duly called for such purpose.

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Section 4. General Indemnification. The indemnification and advancement of expenses provided by this Article may not be construed to be exclusive of any of the rights to which a person seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to an action in his official capacity and as to an action in another capacity while holding office.

Section 5. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent that he shall repay the amount advanced if it is ultimately determined that he is not entitled to be indemnified by the Corporation as authorized by this Article.

Article 6. Scope of Indemnification. The indemnification and advancement of expenses authorized by this Article shall apply to all present and future directors, officers, employees and agents of the Corporation and shall continue as to such persons who cease to be directors, officers, employees, or agents of the Corporation and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other indemnification and advancement of expenses provided by law.

Section 7. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status in any such capacity whether or not the Corporation would have the power to indemnify him against any such liability under the provisions of this Article VI or the laws of the State of Utah as the same may hereafter be amended or modified.

ARTICLE VII. CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President or Vice-President and by the Secretary or an Assistant Secretary and sealed with the Corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or any of its employees. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation,

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All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificates for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes.

ARTICLE VIII. FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE IX. DIVIDENDS

The Board of Directors may, from time to time, declare and the Corporation may pay dividends on, its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE X. CORPORATE SEAL

The Board of Directors may in its discretion provide a corporate seal.

ARTICLE XI. WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or Director of the Corporation under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Utah Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Director at any meeting of Directors shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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ARTICLE XII. AMENDMENTS

These Bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

ARTICLE XIII. SHARE RIGHTS OF THE CORPORATION

Section 1. Repurchase of Shares. The Corporation shall have the right in case of sale of any shares by any holder thereof to purchase said shares at the lowest price at which such shareholder is willing to sell the same before such shares may be sold to any other party; and no sale of any such shares to any party other than the Corporation shall be valid unless the offer to sell such shares, at the lowest price at which the holder thereof is willing to sell, shall have first been received in writing by the Corporation. The Corporation shall have twenty (20) days in which to accept or reject said offer.

Any shareholder who shall have offered his shares for sale to the Corporation in accordance with the foregoing provision, may, at any time within twenty (20) days after the rejection of such offer by the Corporation, or is within such period the Corporation shall neither accept nor reject such offer, then within twenty (20) days after such offer shall have been received by the Corporation, sell the shares so offered to the Corporation to any other party, but not for a price lower than that at which such shares shall have been previously offered to the Corporation, and the Corporation may require affidavits from the shareholder and the purchaser of such shares as to the price paid therefore before transferring such shares upon the books of the Corporation.

ARTICLE XIV. PROCEDURE FOR CONDUCTING MEETINGS

All shareholder and director meetings shall be conducted in accordance with the rules and procedures set forth in the most current edition of Roberts' Rules of Order.

A true copy adopted by the Board of Directors the 30th day of August, 1996.

ATTEST:

Elin S. Child
Secretary

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first set forth above.

The Citadel Group, LLC

Boyd W. Nance
Manager

SOUTHRIDGE APARTMENTS, L.L.C.

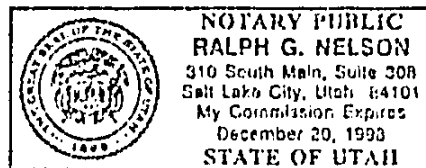
John P. Fugal
JOHN P. FUGAL
Manager

Jens P. Fugal
JENS P. FUGAL
Manager

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 30th day of ^{September} ~~April~~, 1996, personally appeared before me, JOHN P. FUGAL and JENS P. FUGAL, managers of SOUTHRIDGE APARTMENTS, L.L.C. who acknowledged to me that they signed in the capacities indicated.

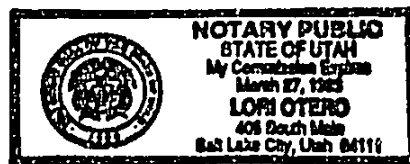
Ralph G. Nelson
Notary Public



STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 1st day of ^{OCTOBER} ~~April~~, 1996, personally appeared before me, Boyd W. Nance, Manager of The Citadel Group, LLC, who acknowledged the written instrument in the capacity indicated.

Lori Otero
Notary Public



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