**EXHIBIT "B"** 

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NANCY WORKHAM

RECORDER, SALT LAKE COUNTY, UTAH

WIF LLC
6925 UNION PARK CENTER \$390

MIDVALE UT 84047

REC BY:Z JOHANSON , DEPUTY - WI

#### TAYLORSVILLE TERRACE CONDOMINIUMS

#### **DECLARATION OF CONDOMINIUM**

## BYLAWS OF THE

## TAYLORSVILLE TERRACE CONDOMINIUM HOMEOWNERS ASSOCIATION

These Bylaws are adopted for the governance of the Taylorsville Terrace Condominiums.

## ARTICLE I Name and Location

The name of the corporation is Taylorsville Terrace Condominiums Association, a Utah non-profit corporation, hereinafter referred to as the "Association".

The principal office of the corporation shall be located at 6925 S. Union Park Center, Midvale, Utah 84047 but meetings of the Association may be held at a Taylorsville Terrace Condominiums Condominium unit of such Unit Owner as shall be designated by the President and proper notice given.

## ARTICLE II Definitions

- Section 1. "Association" shall mean and refer to Taylorsville Terrace Condominiums Association, its successors and assigns.
- Section 2. "Properties: shall mean and refer to that certain real property described in the Declaration of Condominium of Taylorsville Terrace Condominiums and in the Record of Survey Map therefore.
- Section 3. "Common Area" shall mean all real property owned by the Association for common use and as set out in the Declaration, Section 1.4.
- Section 4. "Unit" shall mean and refer to any unit shown upon any recorded subdivision map of the Properties with the exception of the Common Area and as set out in the Declaration, Section 1.7.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Taylorsville Terrace Condominiums Association.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium for the Taylorsville Terrace Condominiums setting out the Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Salt Lake County Recorder.

## ARTICLE III MEETING OF ASSOCIATION MEMBERS

Section I. Annual Meeting. The annual meeting of the Owners shall be held on the second Monday of January, at 6:00 p.m., each year at the condominium unit of the President of the Association, or at such other location as shall be stated in the notice of the meeting.

At such meeting the Owners shall elect Management Committee members for a one year term to serve until their successors shall be elected. The Owners shall also act on the annual budget prepared and submitted by the Management Committee for approval as the basis for each member's common assessment.

Section 2. Special Meetings. Special meetings of the Owners may be called by the President, by a majority of the Committee members or by Owners holding at least 50% of the undivided ownership interest in the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Association members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, at least fifteen (15) days before such meeting to each member, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such notice may be hand delivered in lieu of mailing, provided all other conditions specified above are met.

Section 4. Quorum. At any meeting of the Owners, the holders of a minimum of sixty percent (60%) of the undivided ownership in personal attendance in the Association shall constitute a quorum for all purposes provided by law or the Declaration, provided sufficient proxies for voting are held.

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Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall be effective for one year only without being renewed in writing and shall automatically cease upon conveyance by the member of his Unit.

Section 6. Presiding Officer. The President, or in his absence, the Vice President of the Committee, shall preside at all such Association meetings.

# ARTICLE IV MANAGEMENT COMMITTEE

- Section 1. Number and Term of Office. At the annual meeting the members of the Association shall elect five (5) Committee members who shall serve for one (1) year, and until successors have been elected.
- Section 2. Compensation. No Management Committee member shall receive compensation for any service rendered to the Association. However, any member may be reimbursed for actual expenses incurred in the performance of Committee duties
- Section 3. Responsibilities. The business and property of this Association shall be managed by the Management Committee. The Committee may engage the services of a Project Manager and enter into such management agreement or agreements as it may deem desirable and payments for such services have been specifically provided for in the annual budget and duly approved by the membership.
- Section 4. Powers and Duties. Subject to any limitations or provisions contained in the Declaration, the Committee shall have the authority and be responsible for the following:
- (a) Keep a complete record of all its acts and corporate affairs and to present a statement to the members at the annual meeting of the members, or at any special meeting when such statement is requested by 50% of the members who are entitled to vote.
- (b) Prepare an annual budget, based on anticipated expenses for the coming fiscal year, and submit such budget at the annual meeting for approval or amendment, as more fully set out in Article IX.
- (c) Based on the budget as approved, make assessment against owners to defray the costs and expenses of the Association, establish the means and methods of collecting such assessments from the Owners, and establish the period and method of the installment payment of the annual assessment for Common Expenses subject to these guidelines. Unless otherwise determined by the Committee, the annual assessment may be payable in advance on the first day of each month, subject to a ten percent (10%) penalty if paid later than the 15th day of the month for said month.
- (d) Subsequent to notice and a hearing, pursuant to Article VI, section 5, special assessments may be levied by the Management Committee against an

replacement, or reconstruction, of common and/or Limited Common Areas resulting from the damage, waste or unauthorized use thereof by Owner(s).

(e) Secure the timely payment of assessments as more fully set out in Article X of these Bylaws.

(f) Maintain bank account(s) on behalf of the Association and designate the signatories therefore.

(g) Provide for the operation, care and maintenance of all the Common Areas

individual owner(s) for the purpose of defraying in whole or in part, the cost of repair,

- (g) Provide for the operation, care and maintenance of all the Common Areas and services of the project; secure the services of duly licensed and insured contractors to effect such operation, care and maintenance.
- (h) Contract for the making of repairs, additions, improvements or alternations of the Property in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- (i) Make, amend and enforce Rules and Regulations respecting the Declaration, these Bylaws, and the use of the Property; enforce by legal means and bring any proceedings on behalf of the Owners which may be necessary.
  - (j) Cause the Common Area to be maintained.
- (k) Pay the cost of all services rendered to the Project and not billed directly to Owners of individual Units.
- (I) Operate within the constraints of the approved budget or secure approval of supplemental common assessments.
- (m) Do such other things and acts necessary to accomplish the foregoing and not inconsistent with the Act, the Declaration, these Bylaws, or to carry out proper resolutions of the Management Committee of the Association.
- (n) The Management Committee shall appoint such support groups or committees as deemed appropriate in carrying out its purpose. The members of such committees may be members of the Management Committee and/or members of the Association as the President shall deem appropriate.

# ARTICLE V MANAGEMENT COMMITTEE OFFICERS AND THEIR DUTIES

## Section 1. Duties. The duties of the officers are as follows:

#### President

(a) The President shall preside at all meetings of the Management Committee and shall see that all resolutions of the Committee are carried out.

Vice-President

(b) The Vice-President shall act in the place and stead of the President and shall exercise and discharge such other duties as may be required of the Committee.

#### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Committee and of the members; serve notice of meetings of the Committee and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall

#### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Management Committee; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regularly scheduled meetings, and deliver a copy of each to the members.

#### Officers at Large

- (e) The remaining officer or officers shall function in such capacity as the President shall find in the best interests of handling the business of the Association.
- Section 2. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.
- Section 3. Resignation and Removal. Any officer may be removed from office with or without cause by a majority of the Management Committee. Any officer may resign at any time upon giving written notice to the Committee, either through the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified. The acceptance of such resignation shall not be necessary to make it effective.
- Section 4. Vacancies. A vacancy in any office may be filled by appointment by a majority of the remaining Committee members. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced. In the event the Committee membership for any reason falls to less than one, a special meeting of the Association members will be called to remedy the situation.

## ARTICLE VI MEETINGS OF MANAGEMENT COMMITTEE

- Section I. Regular Meetings. Regular meetings of the Management Committee shall be held monthly at such place and hour as may be fixed from time to time by the President.
- Section 2. Special Meetings. Special meetings of the Management Committee called shall be held when called by the President of the Association after not less than three (3) days notice to each Committee member. By unanimous consent of the Committee members, special meetings may be held without call or notice at any time or place.
- Section 3. Quorum. Four Management Committee members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Committee members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Committee.

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Section 4. Action taken without a meeting. The Management Committee members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members of the Committee. Any action so approved shall have the same effect as though taken at a meeting of the Committee members.

Section 5. The Management Committee shall hold hearings, as necessary, preceding the enforcement of assessments, liens or removals pursuant to Articles IV, XVI, XX and XXI of these Bylaws. Notice shall be mailed to the Owner(s) or occupant(s) subject to such enforcement and a hearing shall be held within thirty (30) days of such notice.

## ARTICLE VII COMMITTEE LIABILITY AND INDEMNITY

The officers and members of the Committee shall not be liable to any Unit Owner, occupant or visitor for any damage, loss or liability arising out of or caused by any mistake of judgment or for any acts or omissions made in good faith. To the extent any loss is not covered by insurance, Unit Owners, occupants and visitors hereby agree to and shall indemnify and hold harmless the Association, the Committee, their members or officers against all tort liability and all contractual liability arising out of contracts entered into on behalf of the Association, unless such contracts shall have been made in bad faith or contrary to the provisions of the Declaration, or for any damages for any injury which may occur during the course of work for the Association.

## ARTICLE VIII BOOKS AND RECORDS

The Management Committee shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred. The books, records and papers of the Association shall be available for inspection by any Association member at convenient hours of weekdays by request to the Secretary and/or the Treasurer depending on the material desired. Copies may be purchased at reasonable cost. Books, records and papers shall include the following:

Annual Budget
Records of Accounts
Check Stubs and Canceled Checks
Bank Statements and Reconciliations
Tax Returns
Lien and Lien Release Documents
Legal Actions pending and closed
Minutes of Association and of Management Committee Meetings

Copies of Declaration, By Laws, Record of Survey Map, Articles of Incorporation, Rules and Regulations

#### ARTICLE IX ANNUAL BUDGET

On or before the 1st Wednesday of November of each year, the Management Committee shall prepare an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming year. Each budget, together with a statement from the Committee outlining a plan of operation for the year in question and justifying estimates made, shall be submitted to the Owners on or before the 1st Wednesday of November of each year. Such budget, with any changes therein, shall be submitted to be considered for adoption by the Owners at the annual meeting. Said operating budget shall serve as a supporting document for the Common Agreement for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which Management Committee shall operate during such annual period. Substantial variances therefrom, except in the case of bonafide emergencies shall not be made without the approval and consent of the members.

## ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association monthly, and any other assessment(s) duly made under the provisions of these Bylaws. Such assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, and shall incur a late charge. If the assessment is not paid within ninety (90) days of the due date, the assessment shall bear interest from the date of delinquency at the rate of per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and the unit owner shall pay the costs and expenses of such proceedings and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

#### ARTICLE XI ANNUAL STATEMENT

The Management Committee shall present at each annual meeting of the Owners, and when called for by a vote of the Owners at any special meeting as set forth in Article VI, Section 2, a full and complete statement of the business and condition of the Committee.

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#### ARTICLE XII FISCAL YEAR

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

## ARTICLE XIII Contractual Limitations

Every agreement made by the Committee on behalf of the Association, shall provide that the members of the Committee are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners). Each Owner's liability thereunder shall be limited to their proportion of the total interest in the Common Area. Each Committee member shall be indemnified and held harmless by the Association members against all cost, expenses and liabilities whatsoever, including, without limitation, reasonable attorney's fees incurred by them in any proceeding by reason of their past or present involvement with the Committee. The Association shall not, however, indemnify a Committee member for his own criminal acts, including, without limitation, embezzlement or fraud.

## ARTICLE XIV Amendments

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of seventy percent (70%) or more of members eligible to vote, in person or by proxy, provided; however, prior to the meeting a written notice shall be given to each member concerning proposed amendments to be considered at such meeting. And further provided such amendment does not involve restricted changes set out in Section 3 of Article XXIII, which require approval of mortagagee(s).

Section 2. Declarant Control. At all times in which the Declarant is in control of the Association, amendments to the Declaration, these Bylaws or other enabling document must be approved by the Secretary of Veterans Affairs, or any employee of the Department of Veterans Affairs authorized to act in the Secretary's stead.

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

## ARTICLE XV Taxes and Insurance

Section I. Taxes. Each Unit Owner will pay and discharge any and all taxes which may be assessed against any said Unit and against the percentage of undivided interest in the Common and Limited Common Areas and Facilities of the Association

Section 2. Insurance. Insurance premiums with respect to the building and Common Area shall be common expenses. The Management Committee shall secure and maintain the following insurance coverage as trustee for each of the Unit Owners in the percentages established in the Declaration:

- (a) Fire. A policy or policies of fire insurance as provided in paragraph 11, Section IX of the Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common and Limited Common Areas or such other fire and casualty insurance as the Committee shall determine to be necessary to provide substantially equal protection to the Owner(s), and their Mortgagee(s) their respective interests may appear; or, in the alternative, policy(ies) may provide for a separate loss payable endorsement in favor of the Mortgagee(s) of each Unit, if any.
- (b) Liability. A policy or policies as provided in paragraph 9, Section IX of the Declaration insuring the Committee and the Owners against any liability to the public or to the Owners of Units and of the Common and Limited Common Areas and their invitees, or tenants, incident to the ownership and/or use of the Project; and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, in any one accident, nor less than Five Hundred Thousand Dollars (\$500,000.00) for all persons injured, in any one accident, and shall not be less than Fifty Thousand Dollars (\$50,000.00) for property damage each occurrence. Such limits and coverage shall be reviewed at least annually by the Committee and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.
- (c). Other Risk. The Management Committee shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided herein above, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the following provisions:

Section 3. Additional Provisions Governing Insurance

- (a) All policies shall be secured with a company licensed to do business in the State of Utah and holding a rating of "AA" or better by Best's Insurance Reports;
- (b) Authority to adjust losses under policies hereafter in force in the Project shall be vested in the Committee or its authorized representative;
- (c) In no event shall the insurance coverage obtained and maintained by the Committee hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees;

- (d) Each Owner may obtain additional insurance at his own expense, provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Committee, on behalf of all of the Owners, may realize under any insurance policy which the Committee may have in force on the Project at any particular time;

  (e) Any Owner who obtains individual insurance policies covering any
- (e) Any Owner who obtains individual insurance policies covering any portion of the Project other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Committee with thirty (30) days after purchase of such insurance.

#### ARTICLE XVI REIMBURSEMENT FOR DAMAGES

Each Owner shall promptly perform or cause to be performed all maintenance and repair work within any Units owned by him which if omitted will adversely affect the building in which said Unit is located in its entirety or any part of the Project and shall be liable in damages for any failure on his part so to do. Subsequent to notice and a hearing, pursuant to Article VI, section 5, each Owner shall also reimburse the Management Committee for the full value of any repairs or replacements to the Common and Limited Common Areas and facilities made necessary through the negligence or fault of such Owner or such Owner's tenants.

## ARTICLE XVII NUISANCES

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

## ARTICLE XVIII PARKING FACILITIES

Each owned Unit will include an assigned carport. The driveways to these carports shall be part of the Project's Limited Common Areas. Each driveway is for the exclusive use of the Owners of the Unit. Automobiles may be parked on the public street in front of the Owner's Unit only in accordance with city vehicle parking regulations.

# ARTICLE XIX USE RESTRICTIONS AND EASEMENTS

Restrictions on Use. The Properties, Units and Common Areas and Facilities shall be used and occupied as follows:

I. No part of the Properties shall be used for other than housing and the related common purposes for which the Properties were designed. Each Unit shall be used

- 2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior written consent of the Management Committee.
- 3. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rates of insurance on the buildings, or contents thereof, beyond that customarily applicable for residential use, without prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the Common Areas and Facilities.
- 4. No Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the Management Committee, not to be unreasonably withheld.

## ARTICLE XX EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, patios, walls, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include Limited Common Areas the exclusive use of which is reserved for a Unit Owner.

In the event that the need for maintenance or repairs is caused through the neglect or the willful or negligent act of the Owner, his family, guests, or invitees, and subsequent to notice and a hearing pursuant to Article VI, section 5, the cost of any necessary maintenance or repair undertaken by the Association shall be added to and become part of the assessment to which such Unit is subject; the customary costs and collection methods shall apply.

# ARTICLE XXI RESTRICTION ON ANIMALS AND BIRDS

No animals, birds or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities; except that dogs, cats and other household pets may be kept in Units, subject to the rules adopted by the Association and provided that they are not kept, bred or maintained for any commercial purpose. Subsequent to notice and a hearing pursuant to Article VI, section 5, any such pet causing or creating a nuisance or disturbance shall be permanently removed from the property within ten (10) days of such hearing before the Management Committee.

## ARTICLE XXII GENERAL PROVISIONS

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

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

Section 3. Changes Requiring Approval Of Owners and any Mortgagees. Unless by approval of each mortgagee(s) (based upon one vote for each first mortgage owned) and Owners of the individual Units in the Association have given their prior written approval, the Association shall not be entitled to:

- (1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned directly or indirectly by the Association and used for the benefit of the Association. The granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this paragraph;
- (2) change the method of determining the obligation, assessment dues or other charges which may be levied against an Owner;
- 3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, walks, fences and driveways, or the upkeep of lawns and plantings in the Project.

Adopted and executed by Declarant as of the same date the Declaration was executed.

WIF, L.L.C.

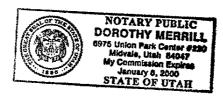
	By:
	Title: Manager
STATE OF UTAH	)
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On this 22 day of	β ανυανν, 199π, personally appeared before me, G.
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Mark Weber, the manager of WIF, L.L.C. and represented that the foregoing instrument was signed on behalf of said Limited Liability Company by authority of a resolution of its members, and said G. Mark Weber acknowledged to me that said Limited Liability Company executed the same.

Notary Public Residing at:

My Commission Expires:



#### **EXHIBIT C**

## TAYLORSVILLE TERRACE CONDOMINIUMS ASSOCIATION RULES

- 1. The greens and walkways in front of the units and the entranceways to the units shall not be obstructed or used for any purpose other than entering and exiting the units.
- 2. No exterior of any unit shall be decorated by any owner in any manner without prior consent of the management.
- 3. No bicycle, scooter, skate board, toy or other personal articles shall be allowed to stand in any of the common areas.
- 4. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the other units or do or permit anything to be done which interferes with the rights, comfort or convenience of other owners. Quiet hours shall exist between 10:00 p.m. and 8:00 a.m.
- 5. The owner of each unit shall keep unit in a good state of preservation and cleanliness and shall not sweep or throw dirt or other substances from windows or balconies.
- 6. No shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used, on or about the buildings except as shall be approved in writing by the Management Committee.
- 7. No sign, notice or advertising shall be inscribed in writing or exposed on or at any window or other part of the units, except such as shall have been approved in writing by the Management Committee.
- 8. All garbage and refuse from the units shall be deposited in garbage containers provided by the city, such containers shall be stored in garage except on pick-up day. A penalty assessment will be levied against any owner for any litter caused by them on the premise.
- 9. Each unit is assigned one covered parking space. These shall be used for registered, running vehicles only. There should be no parking on the driveway that interferes with the public sidewalk. Any parking on the street must be in compliance with applicable ordinances. Vehicles will be towed from no parking zones 24 hours a day.
- 10. Pets may not be kept in any unit or in the Common Area except by approval of the Management Committee. Requirements for such approval are as follows: (a) the pet must be well behaved, obedience and leash trained; (b) animal will

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not be allowed to run loose; (c) the pet, if a dog, must be licensed and wear a tag; (d) the pet must have all its current inoculations and be in good health; (e) not more than 2 animals, i.e., 2 cats; 2 dogs; or one dog and one cat, are permitted per unit; (f) no animals of any kind shall be raised, bred or kept for any commercial purpose; (g) animal will not be allowed to make noise to the point it disturbs neighbors. Pet owner is legally responsible under Salt Lake City Ordinance to clean up "critter litter." Be prepared to do this from the common area and the surrounding neighborhood, when letting pet out or taking it for a walk.

- 11. It will be the practices of the Association to maintain landscaping of lawn, trees and shrubs. Owners may plant flowers, ornamentals, fruit bearing plants and trees provided they receive approval of the Management Committee before undertaking any plantings. These efforts and results are appreciated with the understanding that the special care, maintenance, watering and cleanup is to be provided by the owners.
- 12. No radio or television aerial shall be attached to or hung from the exterior of the units or attached to the roof of any unit without written approval of management.
- 13. No owner shall use or permit to be brought into the units any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining written consent of management.
- 14. There shall be no drinking in the common areas. No drugs or gang-related activities will be tolerated anywhere on the Condominium premise.
- 15. Complaints regarding the management of the units and grounds or regarding actions of other owners shall be made in writing to the Management Committee.
- 16. Any consent or approval given under these association rules by management shall be revocable at any time.
- 17. These rules may be added to, or repealed at any time by the Management Committee.