

WHEN RECORDED MAIL TO:

Ray M. Beck
P. O. Box 11008
Salt Lake City, UT 84147-0008

6936558
04/21/98 3:17 PM 241.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CONNIE RAPPAPORT & SEGAL
PO BOX 11008
SLC, UT 84147-0008
REC BY:R FRESQUES DEPUTY - WI

6936558

RESTATED AND AMENDED
DECLARATION OF CONDOMINIUM
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK HILLS GARDENS CONDOMINIUM

A RESIDENTIAL CONDOMINIUM PROJECT
IN
SALT LAKE COUNTY, UTAH

NOVEMBER 17, 1997

BK 7 9 5 2 PG 1 4 7 8

TABLE OF CONTENTS

	Page
RECITALS	1
ARTICLE 1. - DEFINITIONS	1
1.1. "Act"	2
1.2. "Allocated Interest"	2
1.3. "Articles"	2
1.4. "Assessments"	2
1.5. "Association"	2
1.6. "Association Rules"	3
1.7. "Board"	2
1.8. "Bylaws"	2
1.9. "Common Areas"	2
1.10. "Common Expenses"	2
1.11. "Project"	3
1.12. "Declarant"	3
1.13. "Declaration"	3
1.14. "Lender"	3
1.15. "Limited Common Area"	3
1.16. "Occupant"	3
1.17. "Owner"	3
1.18. "Parcel"	3
1.19. "Person"	4
1.20. "Plat"	4
1.21. "Property"	4
1.22. "Restrictions"	4
1.23. "Special Declarant Rights"	4
1.24. "Supplemental Declaration"	4
1.25. "Turnover Date"	4
1.26. "Unit"	4
1.27. "Unit Number"	4

ARTICLE 2. - CREATION OF THE CONDOMINIUM	4
2.1. Submission	5
2.2. Name and Location	5
2.3. Interpretation of Declaration and Applicability of the Act	5
2.4. Agent for Service of Process	5
ARTICLE 3. - DESCRIPTION OF THE UNITS, LIMITED COMMON AREAS, COMMON AREAS, ALLOCATED INTERESTS AND PLAT	5
3.1. Description of Boundaries of Each Unit and Unit Number	5
3.2. Description of Limited Common Areas for Parking	5
3.3. Description of Limited Common Areas for Patios, Balconies, Awnings, Entryways, Fireplaces, and Storage Areas	6
3.4. Description of Common Areas	6
3.5. Allocated Interest of Each Unit in the Common Areas	6
3.6. Allocated Interest of Each Unit in the Votes of the Association	6
3.7. Allocated Interest of Each Unit in the Common Expenses of the Project	6
3.8. Current Statement of Allocated Interest	6
3.9. Plat	6
ARTICLE 4. - MAINTENANCE AND UTILITIES	6
4.1. Maintenance of Units and Exclusive Limited Common Areas	6
4.2. Maintenance of Common Areas and Non-exclusive Limited Common Areas Facilities	7
4.3. Owner Default in Maintenance	8
4.4. Utilities	8
ARTICLE 5. - MANAGEMENT	8
5.1. Association	8
5.2. Membership	9
5.3. Voting	9
5.4. Board of Directors	9
5.5. Qualification of Directors	9
5.6. Action by Owners	9
5.7. Annual Meeting	9
5.8. Right of Association to Enter Units	9
5.9. Association Rules	10
5.10. Working Capital Fund	10
5.11. Reserve Fund	10
5.12. Availability of Condominium Documents	10
5.13. Managing Agent	10

ARTICLE 6. - COVENANT FOR ASSESSMENTS	10
6.1. Creation of Lien and Personal Obligation for Assessments	10
6.2. Purpose of Assessments	11
6.3. Regular Assessments	11
6.4. Capital Improvement Assessments	11
6.5. Percentage Assessments	11
6.6. Rules Regarding Billing and Collection Procedures	11
6.7. Certificate of Payment	12
6.8. Special Assessments	12
6.9. Date of Commencement of Assessments	12
6.10. Application of Excess Assessments	12
6.11. No Offsets	13
6.12. Homestead Waiver	13
ARTICLE 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES ..	13
7.1. Due Date and Delinquency	13
7.2. Collection Charge	13
7.3. Interest	13
7.4. Action at Law	13
7.5. Foreclosure Sale	13
7.6. Suspension of Votes	14
ARTICLE 8. - EASEMENTS	14
8.1. General Easements to Common Areas and Units	14
8.2. Public Utilities	14
8.3. Easements for Encroachments	15
ARTICLE 9. - USE RESTRICTIONS	15
9.1. Signs	15
9.2. Nuisance	15
9.3. Temporary Structures	15
9.4. Parking and Use of Covered Parking/Visitor Parking	15
9.5. External Fixtures	16
9.6. Window Covers	16
9.7. External Laundering	16
9.8. Outside Speakers and Amplifiers	16
9.9. Repairs	16
9.10. Unsightly Items	17
9.11. Oil and Mineral Activity	17
9.12. Animals	17
9.13. Leases	17
9.14. Landscape Maintenance	18
9.15. Single Family Occupancy	18

9.16.	No Subdivision of Units or Further Restriction	18
9.17.	Architectural Control	19
9.18.	Lighting	19
9.19.	Association Rules	19
9.20.	Variances	19
ARTICLE 10. - INSURANCE		20
10.1.	Authority to Purchase	20
10.2.	Hazard Insurance	20
10.3.	Comprehensive Public Liability Insurance	20
10.4.	Workmen's Compensation Insurance	20
10.5.	Fidelity Insurance	20
10.6.	Premiums	21
10.7.	Policy Provisions	21
10.8.	Supplemental Insurance	22
10.9.	Insurance Obtained by Owners	22
ARTICLE 11. - DESTRUCTION OF IMPROVEMENTS		22
11.1.	Automatic Reconstruction	22
11.2.	Reconstruction by Vote	23
11.3.	Procedure for Minor Reconstruction	23
11.4.	Procedure for Major Reconstruction	24
11.5.	Determination not to Reconstruct Without Termination	24
11.6.	Negotiations with Insurer	25
11.7.	Repair of Units	25
11.8.	Priority	25
ARTICLE 12. - EMINENT DOMAIN		25
12.1.	Total Taking of a Unit	25
12.2.	Partial Taking of a Unit	25
12.3.	Taking of a Limited Common Area	25
12.4.	Taking of the Common Areas	26
12.5.	Taking of Entire Project	26
12.6.	Priority and Power of Attorney	26
ARTICLE 13. - RIGHTS OF LENDERS		26
13.1.	Notices of Lenders	26
13.2.	Priority of Lenders	26
13.3.	Relationship with Assessment Liens	27
13.4.	Required Lender Approval	27
13.5.	Other Rights of Lenders	28
13.6.	Notices of Action	29

ARTICLE 14. - LIMITATIONS UPON PARTITION AND SEVERANCE	29
14.1. No Partition	29
14.2. No Severance	29
14.3. Proceeds of Partition Sale	29
ARTICLE 15. - GENERAL PROVISIONS	30
15.1. Enforcement	30
15.2. No Waiver	30
15.3. Cumulative Remedies	30
15.4. Severability	30
15.5. Covenants to Run with the Land; Term	30
15.6. Allocation Upon Termination	30
15.7. Construction	31
15.8. Gender and Number	31
15.9. Nuisance	31
15.10. Attorneys' Fees	31
15.11. Notices	31
15.12. Effect of Declaration	32
15.13. Personal Covenant	32
15.14. Non-liability of Officials	32
15.15. Use of Funds Collected by the Association	33
15.16. Notification of Sale and Transfer Fee	33
15.17. Owner Liability and Indemnification	33
15.18. Conflicting Provisions	33
ARTICLE 16. - AMENDMENTS	34
16.1. General Amendment Requirements	34
16.2. Execution of Amendments	34
16.3. Lender Approval	34
EXHIBIT "A" - DECLARANTS	
EXHIBIT "B" - PARCEL	
EXHIBIT "C" - ARTICLES	
EXHIBIT "D" - ALLOCATED INTERESTS	

Restated and Amended
Declaration of Condominium
for
Oak Hills Gardens Condominium

THIS DECLARATION is made as of the date hereinafter set forth by the individual and entities as set forth upon EXHIBIT "A" attached hereto and incorporated herein by reference. (hereinafter collectively, the "Declarant[s]").

RECITALS

A. Declarants are the fee owner of that certain real property situated in Salt Lake City, Salt Lake County, Utah, described on EXHIBIT "B", attached hereto and hereby incorporated by reference (the "Parcel");

B. The Declarants and their predecessors have previously recorded an "Enabling Declaration" as amended, upon the official records of Salt Lake County, Utah for the purpose of submitting the Parcel to the Act and its predecessors, as defined below (the "Prior Declaration").

C. Declarants now desire to amend and restate the Prior Declaration in its entirety as set forth in the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Declaration") and to resubmit the Parcel, together with all buildings and improvements now or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto (the "Property") to a condominium project originally consisting of thirty-two (32) Units and related Common Areas pursuant to Sections 57-8-1 through 57-8-36, Utah code Annotated (the "Project");

D. Declarants desire to establish for its own benefit and for the mutual benefit of all Owners or Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein (hereinafter collectively referred to as the "Restrictions") which shall run with and be a burden upon the Property;

E. Declarants intend that the Owners, Occupants, Lenders, and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to, this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Property; and for establishing rules for the use, occupancy, management, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Project and the quality of life therein;

NOW, THEREFORE, Declarants, as the Owners of the Parcel and for the purposes above set forth, declares as follows:

BK7952PG1484

ARTICLE 1. - DEFINITIONS

As used herein, unless the context otherwise requires:

1.1. "Act" shall mean the Condominium Ownership Act, codified at Sections 57-8-1 through 57-8-36, Utah Code Annotated, pertaining to the creation, ownership and management of a Condominium in the State of Utah.

1.2. "Allocated Interest" shall mean the undivided interest (expressed as a fraction or percentage in this Declaration) in the Common Areas, the Common Expense liability, and votes in the Association allocated to each Unit.

1.3. "Articles" shall mean the Articles of Incorporation by which the Association is formed under the nonprofit corporation law of the State of Utah a copy of which is attached hereto as EXHIBIT "C".

1.4. "Assessments" shall mean the charges against Owners to defray the Common Expenses as well as miscellaneous Special Assessments, Special Assessments for Capital Improvements, and Special Assessments for the purpose of restoring and reconstructing the Project in the event of casualty, all as provided in this Declaration.

1.5. "Association" shall refer to OAK HILLS GARDENS CONDOMINIUM ASSOCIATION, whose membership shall include each Owner of a Unit in the Project, as required by the Act. The Association will be incorporated as a Utah nonprofit corporation.

1.6. "Association Rules" shall mean and refer to the rules and regulations adopted by the Association pursuant to this Declaration and in furtherance of the Bylaws and in accordance with Section 57-8-8 of the Act.

1.7. "Board" shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the management body of the Association.

1.8. "Bylaws" shall mean the bylaws adopted by the Association pursuant to Section 57-8-16 of the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time.

1.9. "Common Areas" shall mean the entire Project (including all items listed in Section 57-8-3(3) of the Act, if applicable), excluding the Units.

1.10. "Common Expenses" shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (b) deficiencies arising by reason of unpaid Assessments; (c) management and administration of the Association, including, but not limited to, compensation

paid by the Association to managers, accountants, attorneys and employees; (d) utilities (other than separately metered utilities for the Units), trash pickup and disposal, extermination, security, gardening, pool service, and other related services; (e) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Board in its discretion; (f) the establishment of reasonable reserves as the Board shall deem appropriate in its discretion for the periodic maintenance, repair, and replacement of the Common Areas, which shall in no event be less than two (2) months of the estimated Assessments for each Unit; and (g) other miscellaneous charges incurred by the Association or the Board pursuant to this Declaration, the Bylaws or Association Rules in furtherance of the purposes of the Association or in discharge of the duties and powers of the Association.

1.11. "Project" means this real estate condominium project wherein single units in a multi-unit project, together with an undivided interest in the Common Areas of the Property, are owned separately.

1.12. "Declarant" shall mean individuals and entities set forth upon EXHIBIT "A" and the successors and assigns of Declarant's rights hereunder.

1.13. "Declaration" shall mean this Declaration including all exhibits attached hereto, which are hereby incorporated by reference, and any and all amendments hereof and supplements hereto.

1.14. "Lender" shall mean a holder of a first mortgage or first deed of trust on a Unit.

1.15. "Limited Common Area" means a portion of the Common Areas specifically designated as a Limited Common Area in this Declaration or the Plat and allocated by this Declaration or the Plat for the exclusive use of one or more but fewer than all of the Units.

1.16. "Occupant" shall mean a Person or Persons, other than an Owner, in rightful possession of, or using a Unit, including, without limitation, family members, tenants, guests, or invitees.

1.17. "Owner" shall mean the Person or Persons who are vested with record title of a Unit, and whose interest in the Unit is held in fee simple, according to the records of the County Recorder of Salt Lake County, Utah. Owner shall include Persons holding an equitable or beneficial interest (i.e. Trust beneficiary or fiduciary) in the record owner of the Unit. However, Owner shall not include a Person who holds an interest in a Unit merely as security for the performance of an obligation.

1.18. "Parcel" shall mean the real property legally described on EXHIBIT " B ", and all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.19. "Person" shall mean a natural individual, corporation, estate, partnership, limited liability company, trust, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

1.20. "Plat" means the record of survey map of the Parcel submitted to this Project and showing thereon thirty-two (32) Units, each of which is identified by a Unit Number. The original Plat is recorded in Book NN beginning at Page 1, in the records of the County Recorder of Salt Lake County, Utah. "Plat" shall also refer to any additional plat which may be recorded with any Supplemental Declaration.

1.21. "Property" shall mean the Parcel, together with all the buildings, improvements and permanent fixtures located thereon, and all easements and rights appurtenant thereto.

1.22. "Restrictions" shall mean the covenant, conditions, assessments, easements, liens and restrictions set forth in this Declaration.

1.23. "Supplemental Declaration" shall mean a written instrument recorded in the records of the County Recorder of Salt Lake County, Utah, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

1.24. "Unit" shall mean part of the Project as individually numbered upon the Plat, including one or more rooms situated in a building comprising part of the Project, designed or intended for independent ownership and occupancy as a dwelling unit. The respective Allocated Interest in the Common Areas is appurtenant to the Unit.

1.25. "Unit Number" shall mean the number, symbol, or address that identifies one Unit in the Project as set forth upon the Plat.

ARTICLE 2. - CREATION OF THE PROJECT

2.1 Submission. Declarants hereby submit and subject the Parcel to become a Condominium Project pursuant to the Act, and in furtherance thereof, makes and declares the Restrictions contained in the Declaration. Declarant hereby declares and agrees that the Project and all of the Units shall be held, conveyed, transferred, sold, leased, mortgaged, encumbered, occupied, used and improved subject to the restrictions. The Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of Declarant, the Association, and each Owner, including their respective heirs, executors, administrators, personal representative, successors and assigns. Subject to the reservations and restrictions set forth herein, the Declarant hereby quit claims all of its right, title and interest in the Common Area to the Association to be held and managed in accordance with the covenant, conditions and restrictions of this Declaration.

2.2. Name and Location. The Project shall be named and known as OAK HILLS GARDENS CONDOMINIUM. The Project is located in Salt Lake County, Utah, and the legal description of the real estate included in the Project is set forth on EXHIBIT " B ". The name of the Association is OAK HILLS GARDENS CONDOMINIUM ASSOCIATION.

2.3. Interpretation of Declaration and Applicability of the Act. Declarant intends that the Project shall be governed by the Act, except where (in compliance with the Act) Declarant has included specific provisions in this Declaration which legally vary, supersede, or supplement the Act, in which event such specific provisions of the Declaration which are contrary to the Act shall govern the Project.

2.4. Agent for Service of Process. Ron Cornell at 1032 Oak Hills Way Salt Lake City, Utah 84108 is designated to act as the registered agent of the Association and is authorized to receive service of process for the Project pursuant to Section 57-8-10(2)(d)(iii) of the Act, until such time as the Board shall duly appoint a new agent and file a supplement hereto.

ARTICLE 3. DESCRIPTION OF THE UNITS, LIMITED COMMON AREAS, COMMON AREAS, ALLOCATED INTERESTS AND PLAT.

3.1. Description of Boundaries of Each Unit and Unit Number. The square footage, ceilings dimensions and Unit Number of each of the Units within the Project are set forth on the Plat. The horizontal boundaries of each Unit shall be the underside of the finished but undecorated ceiling and the top of the finished but undecorated floor of the Unit as shown on the Plat. The vertical boundaries of each Unit shall be the interiors of the finished but undecorated walls located on the perimeter lines of the respective Units and shown on the Plat. All lath, furring, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring, attic insulation and other materials constituting any part of the finished surfaces, or otherwise, are part of the Unit, and all other structural portions of the walls, floors, columns, or ceilings are part of the Common Areas. If any pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water, or sewer lines, or any other similar fixtures lie partially within and partially outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Area allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Areas is part of the Common Areas. Subject to the preceding sentence, each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat, and all interior partitions and other fixtures and improvements within such boundaries shall be part of the Unit. Conveyance of a Unit includes the use of the Limited Common Areas appurtenant to said Unit.

3.2. Description of Limited Common Areas for Parking. The parking space or spaces and other areas set forth on the Plat may be designated as Limited Common Area and may be designated for the exclusive use of an Owner by the Board. Such Limited Common Area shall be appurtenant to the respective Unit and may not be severed from the ownership of the Unit except as determined by the Board.

3.3. Description of Limited Common Areas for Patios, Balconies, Awnings, Entryways, Fireplaces, and Storage Areas. The patio, balcony (or balconies), awnings, exterior screens and shutters, entryway, fireplace (including firebox and flue), and storeroom, if any, which are adjacent to each respective Unit as may be set forth and depicted on the Plat shall be exclusive Limited Common Areas for the Unit. These Limited Common Areas shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

3.4. Description of Common Areas. The Common Areas shall consist of the entire Project, excluding the Units and any Limited Common Areas appurtenant thereto.

3.5. Allocated Interest of Each Unit in the Common Areas. The Allocated Interest for each Unit in the Common Area is a fractional interest equal to 3.125% of all Allocated Interests regardless of size or location of the Unit within the Project.

3.6. Allocated Interest of Each Unit in the Votes of the Association. The Allocated Interest which each Unit has in the votes of the Association is equal. Each Unit shall have one vote in all matters before the Association regardless of the size or location of the Unit within the Project.

3.7. Allocated Interest of Each Unit in the Common Expenses of the Project. The Allocated Interest which each Unit bears in the Common Expenses of the Project is equal. Each Unit will pay for 3.125 % of the Common Expenses of the Project regardless of the size or location of the Unit.

3.8. Current Statement of Allocated Interest. The Allocated Interest of each Unit for purposes of Section 3.5, Section 3.6, and Section 3.7 of the Declaration is set forth in EXHIBIT D, attached hereto and incorporated herein by reference.

3.9. Plat. The Plat is hereby incorporated into, and made an integral part of, this Declaration and all requirements and specifications set forth on the Plat and which are required by the Act are deemed included in this Declaration.

ARTICLE 4. - MAINTENANCE AND UTILITIES

4.1. Maintenance of Units and Exclusive Limited Common Areas. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs, and replacements within his own Unit. Such obligation shall include, without limitation: (a) the maintenance of all interior and exterior doors (exclusive of garage doors), including thresholds and door jams, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, fireboxes of fireplaces, and any other materials constituting the finished surfaces of floors, ceilings including attic insulation, or interior walls (all other portions of the walls, floors, or ceilings are part of the Common Areas); (b) repair and replacement of all windows, skylights, and door glass or equivalent materials and the interior and exterior cleaning of such window and door glass; (c) the maintenance of, in an open and unobstructed condition, all sewer and drainage pipes, water and other utility lines

serving an Owner's respective Unit from the point that the utility lines enter into and throughout the Owner's Unit; (d) maintenance, replacement, repair and restoration of all of the following which service an Owner's Unit exclusively: lighting fixtures (except exterior building mounted lights and walkway lights which are not located within patios and balconies), fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, condensers and forced air units), furnaces, intercoms, security systems, garage door openers and such other appliances, fixtures, and decorations as an Owner may install; (e) the maintenance of the Unit and all exclusive Limited Common Areas, including front and/or back porches and steps leading up to the same, patios and balconies (including all materials above or upon the support structure, and railings and posts), awnings, exterior screens, shutters, and chimney flues, that are within his exclusive control in a clean and sanitary condition, free of pests and rodents, and in good order and repair, except that the sweeping and maintenance of any parking spaces and driveways that are designated as Limited Common Areas hereunder, shall be the responsibility of the Association. An Owner may make non-structural alterations within his Unit, but an Owner shall not make any structural or exterior alterations of the Common Areas or the Limited Common Areas without the prior written approval of the Board.

4.2. Maintenance of Common Areas and Non-exclusive Limited Common Areas. The Association, or its duly delegated representative, shall, to the extent that it has funds available:

- (a) Maintain and otherwise manage the Common Areas and non-exclusive Limited Common Areas, including, but not limited to, the landscaping, parking areas, streets and recreational facilities, if any, located thereon and maintain all parking areas and exterior building mounted lights not within patios and balconies, walkway and landscape area lights not within patios and balconies, walkway and landscape area lights (located outside patios and balconies), the structural support components of footings, foundations, patios and roofs and flashings and other materials on patios and roofs that were installed to exclusively function as a roof, however, excluding skylights. However, the Association shall not be liable and the Members hereby waive all claims against the Association and its directors, for damage caused to the interior of a Unit due to faulty or defective footings and foundations ;
- (b) Maintain the landscaped portions of the Common Areas including but not limited to lawns, flowerbeds, external gardens, shrubs, bushes, trees and ground cover. Further, the Association shall replace injured and diseased trees or other vegetation in any Common Areas to the extent that the Board deems necessary for the conservation of water and soil or for aesthetic purposes;
- (c) Place and maintain upon any Common Areas, such signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof, subject to the approval of the Board;

- (d) Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Areas as the same become due and payable except that the electrical charges for exterior lighting of each Unit and the walkways and landscape areas adjacent thereto shall be paid by each respective Unit Owner; and
- (e) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Areas and the beauty thereof, in accordance with the general purposes specified in this Declaration.

The Board shall be the sole judge as to the appropriate maintenance of the Common Areas. If the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, licensees, lessees or invitees, the cost of such maintenance or repair shall be paid by such Owner, upon demand, to the Association, and the Association may enforce collection of such amounts as provided hereinbelow for the collection of Assessments.

4.3. Owner Default in Maintenance. If an Owner fails to so maintain his Unit or make repairs thereto in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the attractive appearance and value of the Project, or if an Owner shall fail to observe any covenant or restriction imposed on such Owner by the terms of the Declaration, then the Board or its authorized representative shall give written notice to such Owner stating with particularity the nature of the default and the corrective action which the Board determines to be required and requesting that the same be carried out within a period of fourteen (14) days after the giving of such written notice. If such Owner fails to carry out such action within the period specified by the notice, the Board may cause such action to be taken and may levy a Special Assessment for the cost thereof on such Owner, such Special Assessment to be due and payable within thirty (30) days after the Board gives written notice thereof and to be secured by the Assessment lien created in Section 6.1 of this Declaration.

4.4. Utilities. All utilities for individual Units (except those utility costs which are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the respective Owners. The Owner of each respective Unit shall also be responsible to pay the electric utility charges for all exterior lighting of each Unit and lighting of walkways and landscaping areas adjacent to the Unit.

ARTICLE 5. - MANAGEMENT

5.1. Association. The Association will be organized to serve as the governing body for all Owners and shall make provisions for the maintenance, repair, replacement, administration and operation of the Common Areas, assessment of expenses, acquisition of hazard insurance and disposition of such hazard insurance proceeds, and other matters as provided in the Act, the Declaration and Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles and Bylaws, including, without limitation, the right to assign its future income. The Association shall not be deemed to be conducting a business of any kind, and

all funds received by the Association shall be held and applied by it for the Owners in accordance with the Declaration, the Articles and the Bylaws.

5.2. Membership. Membership in the Association shall at all times consist exclusively of the Unit Owners and each Owner shall be a member of the Association so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

5.3. Voting. Each Unit shall be entitled to one (1) vote on all matters pertaining to the Association. In the event more than one Person owns an interest in a Unit the vote of such Unit shall be exercised as they themselves determine, but in no case shall more than one vote be voted, in its entirety with respect to any one Unit by an Owner.

5.4. Board of Directors. The governing body of the Association shall be the Board of Directors elected pursuant to the Bylaws. The Board shall consist of not less than three (3) members and not more than five (5) members. Except as otherwise provided in this Declaration, the Bylaws, or Association Rules, the Board may act in all instances on behalf of the Association. The Board shall act to adopt the Bylaws as required by the Act, and the Board may, as it deems appropriate, adopt, amend and repeal Association Rules.

5.5. Qualifications of Directors. At least two (2) of the Directors must be Owners or the spouse of an Owner. If an Owner is a corporation, partnership, limited liability company, or trust, a Director may be an officer, partner, member or manager of the limited liability company, trustee or beneficiary of such Owner. If a Director shall cease to meet such qualifications during his term, he will thereupon cease to be a Director and his place on the Board shall be deemed vacant.

5.6. Action by Owners. Except as specifically provided herein, the Board may not act on behalf of the Association to amend or terminate this Declaration, to elect members of the Board, except in filling vacancies in its membership for the unexpired portion of any term, or to determine the qualifications, powers and duties or terms of the members of the Board of Directors.

5.7. Annual Meetings. The Association shall hold an annual meeting as provided in the Bylaws.

5.8. Right of Association to Enter Units. The Association acting through the Board or its duly authorized agent shall have the right at all times upon reasonable notice (and at any time in case of an emergency) to enter upon or in any Unit to abate any infractions, to make repairs, or correct any violation of any of the Restrictions herein set forth, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such assessment to be secured by the lien provided in Section 6. 1.

5.9. Association Rules. The Board may adopt and administer Association Rules in furtherance of the Bylaws for the regulation and operation of the Project.

5.10. Working Capital Fund. Declarants have previously established a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services needed for the operation of the Project. The Working Capital Fund shall be used as directed by the Board to address unforeseen expenditures or other capital improvements to the Project. Funds held in the Working Capital Fund may be commingled in the other accounts of the Associations as long as separate accounting is maintained.

5.11. Reserve Fund. The Association shall maintain an adequate reserve fund which shall not be less than \$1,000 per Unit but not more than \$2,000 per Unit for maintenance, repair and replacement of those Common Areas that must be replaced on a periodic basis, and such reserve shall be funded as part of monthly Assessments. Any reserves in excess of the authorized amount shall be either refunded to the Unit Owners or credited against future assessments as determined by the Board.

5.12. Availability of Condominium Documents. The Association will maintain current copies of this Declaration, the Articles, Bylaws, and Association Rules concerning the condominium and the Association's own books, records, and financial statements available for inspection, upon request, during normal business hours by an Owner or Lender (or any insurer or guarantor of a Lender).

5.13. Managing Agent. The Board may contract with a professional management agent to assist the Board in the management and operation of the Project and may delegate such of its powers and duties to the management agent as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, to impose a Special Assessment and to authorize foreclosure of an Assessment lien.

ARTICLE 6. - COVENANT FOR ASSESSMENTS

6.1. Creation of Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed or other instrument conveying an fee interest in a Unit, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association, such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, collection charges, attorneys' fees, court costs and other costs of collection as hereinafter provided, shall be secured by a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively of the purposes of promoting the health, safety and welfare of the Owners, the management, maintenance, care, preservation and protection of the Project, enhancing the quality of life in the Project and the value of the Project including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, or in furtherance of any other duty or power of the Association.

6.3. Regular Assessments. The Board is expressly authorized to adopt and amend budgets from time to time. Not later than ten (10) days prior to the beginning of each fiscal year, the Board shall adopt a proforma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred for such fiscal year. The Board may, but is not required to, send a written summary of the budget to all Owners within thirty (30) days after the adoption of the proposed budget. The Board shall at that time determine the amount of the Regular Assessment to be paid by each Owner. Each Owner shall thereafter pay to the Association his Regular Assessment in equal monthly installments on the first day of each month. In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the Regular Assessment against each Owner, and the date or dates when due.

6.4. Capital Improvement Assessments. In addition to regular Assessments, the Board may levy in any fiscal year a Capital Improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto. The Board shall not impose a Capital Improvement Assessment exceeding ten percent (10%) of the then estimated annual Common Expenses without the approval of Owners holding a two-thirds majority or 21 units, (whichever is greater) of the Allocated Interest in the votes of the Association. All amounts collected as Capital Improvement Assessments may only be used for capital improvements but need not be deposited by the Board in a separate bank account or the Association's account for reserve funds, to be held in trust for such purposes. Such funds may be commingled with any other funds of the Association.

6.5. Percentage Assessments. Except as otherwise provided herein, all Assessments (other than Special Assessments) shall be an amount based on the Allocated Interest for each Unit as contained in EXHIBIT "D" as amended from time to time.

6.6. Rules Regarding Billing and Collection Procedures. The Board shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of regular and Special Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to an Owner shall not relieve any Owner of his liability for any Assessment or charge under this Declaration, but the Assessment lien therefor shall not be

Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to an Owner shall not relieve any Owner of his liability for any Assessment or charge under this Declaration, but the Assessment lien therefor shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment.

6.7. Certificate of Payment. The Association shall, within ten (10) days after written demand, furnish to any Owner liable for Assessments a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. To the extent permitted by law, a reasonable charge, not to exceed \$10, may be collected by the Board for the issuance of each such certificate. Each certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

6.8. Special Assessments. Special Assessments shall be levied by the Board against a Unit and its Owner to reimburse the Association for:

- (a) costs incurred in bringing an Owner and his Unit into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules;
- (b) costs associated with the maintenance, repair or replacement of a Limited Common Area assigned to such Unit;
- (c) any other charge designated as a Special Assessment in this Declaration, the Articles, the Bylaws or Association Rules; and
- (d) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

In the event the Association undertakes to provide materials or services which benefit individual Units and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be a Special Assessment.

6.9. Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners in proportion to the Allocated Interest of each Unit in the Common Expenses of the Project, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

6.10. No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Declaration.

6.11. Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

ARTICLE 7. - EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES

7.1. Due Date and Delinquency. The first day of each month shall be the Assessment due date for that month. Any Assessment which is not paid within thirty (30) days after it becomes due shall be delinquent. Whenever an Assessment is delinquent, the Board may at its option invoke any or all of the sanctions provided for herein.

7.2. Collection Charge. If any Assessment is delinquent, the Owner shall be obligated to pay the collection charge then provided for in the Bylaws. The amount of such collection charge until paid shall constitute part of the Assessment lien as provided for in Section 6.1 of this Declaration.

7.3. Interest. If any Assessment is delinquent, interest at the rate set forth in the Bylaws at the time may be assessed on the amount owing from the date due until such time as it is paid.

7.4. Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay same or foreclose the Assessment lien; provided, however, that the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise the other. The costs of preparing and filing the complaint shall be assessed against the delinquent Owner and his Unit and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and/or collection charges, if appropriate) in the event that a judgment is obtained by the Association. Each Owner vests in the Association or its assigns the right and power to bring actions at law and/or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

7.5. Foreclosure Sale. Any foreclosure sale provided for in this Declaration is to be conducted in accordance with applicable provisions relating to the foreclosure of realty mortgages in the State of Utah. The Association, upon approval by a majority of the Allocated Interest in the votes of the Association, may through its duly authorized agents have and exercise the power to bid on the Unit at the foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

7.6. Suspension of Votes. The Board may suspend the obligated Owner's right to vote on any matter at regular or special meetings of the Association and the Owner's right to use all or any portion of the Common Areas (exclusive of the Limited Common Areas appurtenant to the Owner's Unit) for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent.

ARTICLE 8. - EASEMENTS

8.1. General Easements to Common Areas and Units. Subject to this Declaration and the Association rules, non-exclusive perpetual reciprocal easements are hereby reserved and created for the purpose of support, ingress and egress to each Unit, access, use and enjoyment in favor of each Owner, upon across, over, under and through the Common Areas (exclusive of the Limited Common Areas), including the use of all pipes, wires, ducts, cables, conduits, and public utility lines, which easements shall be appurtenant to each Unit. The Association, acting through the Board or its authorized agent, and public utility companies providing service to the Project, shall have non-exclusive easements with the right of access to each Unit to make inspections, to remove violations, to maintain, repair, replace or effectuate the restoration of the Common Areas accessible from such Unit; provided, however, such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access. The Association, acting through the Board or its authorized agent, shall have non-exclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Areas for purposes necessary for the proper operation of the Project; provided, however, such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access.

8.2. Public Utilities. Easements and rights over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights shall not unreasonably interfere with the use of the Common Areas and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes, and any similar public or quasi-public improvements or facility, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. However, no such easement can be granted if it would permanently interfere with the use, occupancy, or enjoyment by any Owner or such Owner's Unit.

8.3. Easements for Encroachments. If any portion of the Common Areas now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or the Common Areas, or if any such encroachment shall occur hereafter as a result of the manner in which the buildings have been constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist so long as the buildings stand.

ARTICLE 9. - USE RESTRICTIONS

9.1. Signs. No signs whatsoever (including, but not limited to commercial, political, sale or rental and similar signs) shall be erected or maintained on the Property whether in a window or otherwise, except:

- (a) such signs as may be required by legal proceedings;
- (b) one house number identification as originally placed by the Declarant with a face area of seventy-two (72) square inches or less;
- (c) such signs, the nature, number, and location of which have been approved by the Board in advance; and
- (d) street identification and traffic directional signs erected on or adjacent to Project by Salt Lake City, or any other municipal entity, which signs shall not require prior approval from the Board.
- (e) Home Security or similar burglar alarm signs pertaining to a specific unit.

9.2. Nuisance. No noxious or offensive activity shall be carried upon the Project, nor shall any activity which might be or become an nuisance to Owners or Occupants be permitted to interfere with rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

9.3. Temporary Structures. No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project or used therein unless the same and its proposed use are approved by the Board.

9.4. Parking and Use of Covered Parking/Visitor Parking. Unless otherwise permitted by the Association, and except for "customary parking" and "temporary parking," as permitted by this Section 9.4, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles or boats) shall be parked, stored, or located within any

portion of the Project, including any Unit, Limited Common Areas, or Common Areas. "Customary parking" shall mean the parking of operable automobiles, motorcycles, recreational vehicles or boats, small trucks, and vans (each of which must not be used for commercial purposes and each of which must not exceed 3/4 ton in size and/or seven (7) feet in height measured from ground level and eighteen (18) feet in length) within the parking spaces designated as an exclusive Limited Common Area for each respective Unit. "Temporary parking" shall mean the use of designated parking areas within the Project for parking of operable vehicles belonging to invitees of Owners and Occupants, including the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants as well as parking of vehicles belonging to or being used by Owners, Occupants and invitees during social engagements and for loading and unloading purposes. The Association may adopt Association Rules relating to the admission and temporary parking of vehicles within the Project and the use of the visitor parking spaces identified on the Plat, including, without limitation, the right to lease or license the visitor parking spaces in the discretion of the Association, the right to remove or cause to be removed any vehicles that are improperly parked, restrictions on the time visitor spaces may be used, and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

9.5. External Fixtures. No external items such as, but not limited television and radio antenna, satellite dishes in excess of 24" in diameter, poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, landscaping and planting, other than those provided in connection with the original construction of the Project, and any replacements thereof, and other than those approved by the Board, and any replacements thereof, shall be constructed, erected or maintained on the Project.

9.6. Window Covers. Only curtains, drapes, shades, shutters, and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets or similar items. The Board may adopt Association Rules regulating the type, color and design of the external surface of window covers. The Board may also require use of a uniform color and fabric for draperies, under-draperies and drapery linings to the extent such are visible from outside a Unit.

9.7. External Laundering. Unless otherwise permitted by the Board, external laundering and drying of clothing and other items is prohibited.

9.8. Outside Speakers and Amplifiers. No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of, any Unit without the prior written approval of the Board.

9.9. Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon the Project.

9.10. Unightly Items. All rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited upon any Unit unless obscured from view of adjoining Units and Common Areas. Trash and garbage not disposed of by equipment contained within the Units shall be placed in containers by Owners and Occupants for removal from the Project in accordance with Association Rules applicable thereto adopted by the Board. The Board may adopt rules applicable to the provisions of this Section and their enforcement, including the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such rules. Any charges so assessed shall be Special Assessments.

9.11. Oil and Mineral Activity. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of the Project, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Project or within five hundred (500) feet below the surface of the Project. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Project.

9.12. Animals. No animals, livestock, birds, reptiles, or poultry of any kind shall be raised, bred or kept in any Unit or upon the Project, except that one (1) dog, two (2) domestic cats, or other common household pets approved by the Board may be kept by Owners within a Unit provided such pets are not raised, bred, kept or maintained for any commercial purpose. Notwithstanding the foregoing, no animal or fowl may be kept within a Unit which, in the good faith judgment of the Board, results in an annoyance or is obnoxious to Owners or Occupants within the Project and the board may exercise this judgment for specific pets even though others are permitted to remain. All animals permitted to be kept by this Section shall be kept on a leash, and all fecal matter shall be immediately cleaned up when on any portion of the Project except within a Unit. The Board may adopt Association rules applicable to the provisions of this Section and to the keeping of pets within the Project, and their enforcement, including the assessment of charges to Owners and Occupants who violate such rules. Any charges so assessed shall be Special Assessments.

9.13. Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this Section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Association before the term of the lease commences. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Association Rules. Said lease shall further provide that any failure by the Occupant thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and Occupant by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease his Unit for transient or hotel purposes, which shall be defined as rental for any period of less than thirty (30) days. No Owner may lease less than his entire Unit. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Occupant with this Declaration, the Bylaws and the Association Rules. Failure by an Owner to take legal action, including the institution of a forcible entry and detainer proceeding against his Occupant who

is in violation of this Declaration, the Bylaws or the Association Rules within ten (10) days after receipt of written demand so to do from the Board, shall entitle the Association, through the Board, to take any and all such action including the institution of proceedings in forcible entry and detainer on behalf of such Owner against his Occupant. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Occupant for any eviction under this Section that is made in good faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Board to levy a Special Assessment against such Owner and his Unit for all such expenses incurred by the Association. In the event such Special Assessment is not paid within thirty (30) days of its due date, the Board may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section 9.13, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

9.14. Landscape Maintenance. The Association shall have the right to maintain all landscaping in the Common Areas and Limited Areas as specified in Article 4 hereof. The Association shall have the right of access to all areas of the Project which are necessary for such landscape maintenance.

9.15. Single Family Occupancy. The use of each Unit is restricted to single family occupancy and accessory uses as permitted herein. No industry, business, trade, or commercial activities (other than home professional pursuits without employees, public visits, or nonresidential storage), or other use of the Unit, shall be conducted, maintained, or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel, or motel purposes. Single family occupancy is defined as a single housekeeping unit, operated on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area, where all residents are members of a family related by blood, adoption, or marriage, except for not more than two (2) additional persons not so related may reside in a Unit.

9.16. No Subdivision of Units or Further Restriction. No Unit shall be split, subdivided, or separated into two or more Units, and no Owner of a Unit shall sell or lease less than all of the Unit. An owner of two (2) or more adjacent Units may, however, combine those units to make a single unit and separate the single Unit into the original Units for purposes of selling one or more of the Units; provided however, that no such combination or subsequent separation shall be allowed until the Board has approved such combination or separation. No subdivision plat or further covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any Unit unless the Board has first approved the plat or the proposed covenants, conditions, or restrictions, such approval to be evidenced by the Association's signature on the final recorded plat or instrument imposing the covenants, conditions, or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section shall be absolutely null and void. The Board's review shall be for the purpose of assuring, in the sole and absolute discretion of the Board, that the plat or covenants, conditions, and restrictions are consistent and compatible with the overall plan of development of the Property. However, in no event shall the approval of the Board of any plat or

covenant, condition, or restriction be deemed an abandonment or waiver of any provision of this Declaration. The provisions of this Declaration shall be and remain superior to any such plat or covenant, conditions, or restriction.

9.17. Architectural Control. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board or any committee established by the Board for that purpose. By way of illustration but not of limitation the following are considered exterior changes: painting, major landscaping, repairs, excavation, patio covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations or other work which in any way alters the exterior appearance of the Property. The Board, or committee established by the Board for that purpose, may designate the design, style, model and manufacturer of any exterior improvement or alteration which is acceptable to the Board. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board, or any committee established by the Board for that purpose which shall not be unreasonably withheld. By way of illustration but not of limitation the following are considered interior structural changes: moving, removing, adding or altering walls, doorways, and the like. Nothing herein to the contrary, all exterior improvements and modifications to the Units, Limited Common Areas and Common Areas and interior structural changes existing or under construction as of the date of recordation of this Declaration are deemed approved by the Architectural Control Committee. However, the existence and implied approval of exterior non-compliant improvements as a result of recordation of this Agreement shall not impose upon the Architectural Control Committee the duty or obligation to approve subsequent non-compliant changes to the exterior of the Project.

9.18. Lighting. Exterior lighting fixtures and walkway and landscaping lights shall be required for each unit and must be illuminated from dusk to dawn each day as determined by the Board. Exterior lighting of Limited Common Areas shall be allowed only to the extent approved by the Board.

9.19. Association Rules. The Association shall have the power to make and adopt reasonable Association Rules with respect to activities which may be conducted on any part of the Project. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate such Association Rules shall be conclusive unless, at a Regular or Special meeting of the Association, Owners representing a majority of the Allocated Interests in the votes of the Association vote to the contrary.

9.20. Variances. The Board may, at its option and in extenuating circumstances, grant variances from the Restrictions set forth in Article 9 of this Declaration if the Board determines in its discretion (a) either (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete and (b) that the activity permitted under the

variance will not have any substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project.

ARTICLE 10. - INSURANCE

10.1. Authority to Purchase. The Association shall have the authority to and shall obtain and maintain, to the extent reasonably available, the insurance specified in the Article; provided, however, the Association shall always comply with the insurance requirements of the Act.

10.2. Hazard Insurance. To the extent available, the Board shall obtain a master or blanket policy of property insurance on the entire Project including the Units and the Common Areas (excluding land and personal property) insuring the Project against loss or damage by fire, and other hazards covered by the standard special coverage endorsement. Such master policy of property insurance shall be in total amount of insurance equal to the greater of (i) 80% of the actual cash value of the insured property at the time insurance is purchased and at each renewal date or (ii) 100% of the current replacement cost, exclusive of land, excavations, foundations and other items normally excluded from such property policies. Such master policy of property insurance shall contain an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement, together with such endorsements as the Association deems appropriate to protect the Association and the Owners.

10.3. Comprehensive Public Liability Insurance. To the extent available, the Association shall obtain comprehensive general liability insurance insuring the Association, the agents and employees of the Association and the Declarant, the Owners and Occupants and the respective family members, guests and invitees of the Owners and Occupants, against liability incident to the use, ownership, or maintenance of the Common Areas or membership in the Association. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death of or injury to any one person and/or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner or Occupant. Such insurance shall also include protection against liability for non-owned and hired automobiles. Such insurance must provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the approval of the Association. The Board shall adjust the amount of the insurance carried under this Section from time to time.

10.4. Workmen's Compensation Insurance. The Board shall purchase and maintain in effect workmen's compensation insurance for all employees of the Association to the extent that such insurance is required by law.

10.5. Fidelity Insurance. The Board may obtain fidelity coverage against dishonest acts on the part of directors, officers, employees or volunteers who handle or who are responsible for handling the funds of the Association. Such fidelity bonds shall name the Association as obligee and

shall be written in an amount equal to one hundred fifty percent (150%) of the estimated current annual Common Expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

10.6. Premiums. Premiums upon insurance policies purchased by the Board on behalf of the Association shall be paid by the Association as part of the Common Expenses.

10.7. Policy Provisions.

- (a) Any insurer that has issued an insurance policy to the Association under this Article shall also issue a certificate of insurance or evidence of property insurance, upon request, to any Owner or Lender.
- (b) The named insured under any policy of insurance shall be the Association, as trustee for the Owners, or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under the policies. The policy shall provide with respect to liability arising out of his or her interest in the Common Areas or membership in the Association. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney in-fact for the purpose of purchasing and maintaining insurance required by this Article, and adjustment of all losses related thereto, including the collection and appropriate disposition of all insurance proceeds, the negotiation of all losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to administer such insurance. The Association shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the Owners and their Lenders, as their interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.
- (d) Coverage may not be limited by (i) any act or neglect by Owners or Occupants which is not within control of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.
- (e) Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) and the insurer may not refuse to renew the policy without at least thirty (30) days prior written notice to the Association and all Lenders, and to any Owner to whom a certificate has been issued.
- (f) All policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, Owners, Occupants and their respective agents and employees, and any defenses based on co-insurance or on invalidity arising from acts of the insured.

10.8. Supplemental Insurance. The Board may obtain such other policies of insurance in the name of the Association as the Board deems appropriate to protect the Association and Owners. The Board shall obtain director's and officer's liability insurance for officers and directors of the Association in accordance with the Articles. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood, earthquake and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association and Government National Mortgage Association, so long as either is a mortgagee or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

10.9. Insurance Obtained by Owners. Notwithstanding the above, and pursuant to Section 57-8-29 of the Act, an Owner or Occupant shall be permitted to insure his own Unit for his own benefit.

ARTICLE 11. - DESTRUCTION OF IMPROVEMENTS

11.1 Automatic Reconstruction. In the event of partial or total destruction of a building or buildings or any portion of the Common Areas within the Project, the Board shall promptly take the following action:

- (a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds.
- (b) The Board shall determine the amount of insurance proceeds, if any, payable by contacting the appropriate representative of the insurer carrying the policy covering the Project.
- (c) Pursuant to Section 57-8-30 of the Act, if the insurance proceeds are sufficient to reconstruct the building, said proceeds shall be applied to such reconstruction.
- (d) If the Board determines: (i) that insurance proceeds will cover eighty-five percent (85 %) or more, but not all, of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserve and/or a Special Assessment equal to twenty-five percent (25 %) or less of the then aggregate annual regular Assessments for all Units will completely cover the estimated cost of reconstruction, then the Board shall cause notice to be sent to all Owners and to all Lenders encumbering Units within the Project setting forth such findings and informing said Owners and Lenders that the Board intends to commence reconstruction pursuant to this Declaration. In the event that Owners representing at least twenty percent (20 %) of the Allocated Interest in the votes of the Association object in writing to such

reconstruction as indicated in such notice, the Board shall call a special meeting of the Owners pursuant to Section 11. 2. In the event that the foregoing requirements are satisfied and the requisite number of Owners do not object in writing to such reconstruction, the Board shall cause reconstruction to take place as promptly as practicable thereafter. In connection with such reconstruction, the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

- (e) If the Board in good faith determines that none of the bids submitted under this Section reasonably reflects the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid which it determines reasonably reflects such costs. Such determination shall be made by the Board as soon as possible. However, if such determination cannot be made within ninety (90) days after the date of such destruction because of the unavailability or unacceptability of an insurance estimate or reconstruction bid, or otherwise, the Board shall immediately call a meeting of the affected Owners and all Lenders pursuant to Section 11.2.
- (f) If the Board determines that any Unit has become uninhabitable by reason of its total or partial destruction, Assessments may abate against the Owner thereof until the Board determines that habitability has been restored. However, if the Board determines that such abatement would adversely and substantially affect the management, maintenance and operation of the Project, it may elect to disallow such abatement.

11.2. Reconstruction by Vote. If reconstruction is not to take place pursuant to Section 11.1, as soon as practicable after same has been determined the Board shall call a special meeting of the Owners by mailing a notice of such meeting to each such Owner. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than eighty percent (80%) of the Allocated Interest in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Area which will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

11.3. Procedure for Minor Reconstruction. If the cost of reconstruction is equal to or less than ten percent (10%) of the estimated fair market value of all of the Units in the Project, then the Board shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Project in conformance with the original plans and specifications, or if the Board determines that adherence to such original plan,; and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes, or other governmental rules or

regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements.

11.4. Procedure for Major Reconstruction. If the cost of reconstruction is greater than ten percent (10%) of the estimated fair market value of all of the Units in the Project, all insurance proceeds, together with such amounts from available reserves or Special Assessments as are needed to complete the cost of reconstruction, shall be paid directly to a bank or savings and loan association located in Salt Lake County, Utah, whose accounts are insured by the Federal Deposit Insurance Corporation, or the successor to either agency, as designated by the Board, as Insurance Trustee for all Owners and Lenders. Such proceeds shall be received, held and administered by the Insurance Trustee subject to the provisions of an insurance trust agreement which shall be consistent with the provisions of this Declaration and which shall be entered into between the Insurance Trustee and the Board. Disbursement of such funds shall be made only upon the signatures of two members of the Board and upon the terms and conditions provided in this Section. As soon as practicable after notification of the receipt of insurance proceeds by the Insurance Trustee, the Board shall enter into a contract with a licensed contractor or contractors for the repair or rebuilding of all of the damaged or destroyed Units and Common Areas according to the original plans and specifications of said improvements or, if the Board determines that adherence to such original plans and specifications is impracticable or not in conformity with applicable statutes, ordinances, building codes, or other governmental rules and regulations then in effect, then of a quality and kind substantially equivalent to the original construction of such improvements. The contract with such licensed contractor or contractors shall provide for payment to the contractor or contractors of a specified sum for performance and execution of the work therein described, and shall have provisions for periodic disbursement of funds by the Insurance Trustee, which shall be consistent with procedures then followed by prudent lending institutions doing business in Salt Lake County, Utah. Such periodic disbursements of funds shall be for specific dollar amounts and shall not be paid until the contractor who is engaged by the Board shall furnish to the Board before the commencement of construction a full performance and lien payment bond written by a good and responsible corporate surety. Disbursements to the contractor shall be made subject to the prior presentation of an architect's certificate or other documentation containing such provisions as may be appropriate in the circumstances and deemed suitable by the Board. The Board may employ a licensed architect to supervise the repair and rebuilding to insure that all work, services and supplies are in conformity with the requirements of the construction contract.

11.5. Determination not to Reconstruct Without Termination. If Owners of not less than eighty percent (80%) of the Allocated Interests in the votes of the Association (including every Owner of a Unit or an allocated Limited Common Areas *will* not be rebuilt after a casualty) vote not to rebuild and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

11.6. Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Areas and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Areas. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

11.7. Repair of Units. Installation of improvements to, and repair of any damage to, the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

11.8. Priority. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering his Unit as to any portion of insurance proceeds allocated to such Unit.

ARTICLE 12. - EMINENT DOMAIN

12.1. Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant which may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for his Unit and Allocated Interest in the Common Areas, regardless of whether any Common Areas are taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Areas shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute, and record an amendment to the Declaration in compliance with the Act. Any remnant of a Unit remaining after part of a Unit is taken becomes a Common Area.

12.2. Partial Taking of a Unit. Except as provided in Section 12. 1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of his Unit and Allocated Interest in the Common Areas, regardless of whether any Common Areas are taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Areas shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

12.3. Taking of a Limited Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be

divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.

12.4. Taking of the Common Areas. If the portion of the Project taken by eminent domain, or sold under threat thereof, shall not be comprised of, or include, any Unit or Limited Common Area, the Board shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring the portion of the Project so taken, and the portion of the award not used for restoration shall be divided among the Owners in proportion to their Allocated Interest in the Common Areas before the taking.

12.5. Taking of Entire Project. In the event the Project in its entirety is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions of the Act apply.

12.6. Priority and Power of Attorney. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering his Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Areas, or any part thereof. In the event a taking involves all or part of any Unit or the Common Areas or Limited Common Areas, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 13. - RIGHTS OF LENDERS

13.1. Notices of Lenders. A Lender shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Lenders for notice, approval or consent regarding a proposed action or otherwise, unless and until such Lender, or its mortgage servicing contractor, has delivered to the Association a written notice stating that such Lender is the holder of a loan encumbering a Unit within the Project and setting forth the information described in Section 13.6. Notwithstanding the foregoing, if any right of a Lender under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section a Lender must also make such request in writing delivered to the Association. Except as provided in this Section, a Lender's rights pursuant to this Declaration, including, without limitation, the priority of any mortgage lien over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice or request to the Association.

13.2. Priority Of Lenders. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Unit, but all of said Restrictions shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise.

13.3. Relationship With Assessment Liens.

- (a) The lien provided for in Article 6 for the payment of Assessments shall be subordinate to the lien of any Lender which was recorded prior to the date any such Assessment becomes due.
- (b) If any Unit which is subject to a monetary lien created by this Declaration is also subject to the lien of a Lender, then: (i) the foreclosure of any lien created by this Declaration shall not operate to affect or impair the lien of such Lender; and (ii) the foreclosure of the lien of a Lender or the sale under a power of sale included in a mortgage or deed of trust shall not operate to affect or impair the lien hereof, except that any Person who obtains an interest thereafter shall take title free of any lien created by this Declaration for any Assessments which became due after the recordation of the mortgage or deed of trust, or any personal obligation for such charges that shall accrue subsequent to such foreclosure.
- (c) Without limiting the provisions of subsection (b) of this Section, any Lender who obtains title to a Unit by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any Person who obtains title at a private or judicial foreclosure sale, shall take title to such Unit free of any lien or claim for unpaid Assessments against such Unit which accrued prior to the time such Lender or purchaser takes title to such Unit, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Units within the Project.
- (d) Nothing in this Section shall be construed as releasing any Person from his personal obligation to pay for any Assessments levied pursuant to this Declaration during the period such Person is an Owner.

13.4. Required Lender Approval. Except upon the prior written approval of seventy-five percent (75 %) of all Lenders which have provided notice to the Association as described in Section 13.1 and Section 13.6, based on one vote for each Unit encumbered by a loan, neither the Association nor the Board shall be entitled by action or inaction to do any of the following:

- (a) Abandon or terminate by any act or omission the legal status of the Project, except for abandonment or termination provided by the Act and/or this Declaration in the case of substantial destruction by fire or other casualty or in the case of a taking by eminent domain; or
- (b) Except as specifically provided by this Declaration, amend any provisions governing the following:
 - (1) voting rights;

- (2) increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;
- (3) reductions in reserves for maintenance, repair and replacement of Common Areas;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the Common Areas or Limited Common Area, or rights to their use;
- (6) redefinition of any Unit boundaries;
- (7) convertibility of Units into Common Areas or vice versa;
- (8) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
- (9) hazard or fidelity insurance requirements;
- (10) imposition of any restrictions on the leasing of Units;
- (11) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- (12) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration, Articles of Incorporation or Bylaws; or
- (13) any provision that expressly benefits Lenders (including their insurers or guarantors).

Any Lender who receives, by certified or registered mail, a written request, with a return receipt requested, to approve a change and who does not return a negative response within thirty (30) days shall be deemed to have approved such request.

13.5. Other Rights Of Lenders. Any Lender (and such Lender's insurer or guarantor) shall, upon written request to the Association, be entitled:

- (a) To inspect current copies of this Declaration (any amendments), the Association's Articles, Bylaws, Association Rules, and other books and records of the Association during normal business hours; and

13.6. Notices Of Action. Upon written request to the Association identifying the name and address of the Lender (and the name and address of the Lender's insurer or guarantor, if desired) and the Unit Number or address, any such Lender (or any such insurer or guarantor) will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss which affects a material portion of the Project or any Unit on which there is a first lien held by such Lender;
- (b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the lien of a Lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action by the Owners or the Association which would amount to a material change in the Declaration as identified in Section 13.4 hereof.

ARTICLE 14. - LIMITATIONS UPON PARTITION AND SEVERANCE

14.1. No Partition. The right to partition the Project is hereby suspended, except that the right to partition shall revive and the Project may be sold as a whole when the conditions for such action set forth in Article 11 dealing with Destruction of Improvements, and Article 12 dealing with Eminent Domain have been met; provided, however, nothing contained in this Section shall be construed as limiting partition by joint Owners, upon the prior written approval of an applicable Lender, of one or more Units as to individual ownership of such Units provided the Project is not terminated.

14.2. No Severance. The elements of a Unit and other rights appurtenant to the ownership of a Unit, including interest in Common Areas and Limited Common Areas, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Unit and such appurtenances. Any conveyance made in contravention of this Section, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.

14.3. Proceeds of Partition Sale. If an action is brought for the partition of the Project by sale, whether upon the occurrence of an event of destruction and a decision not to reconstruct or the taking of all or a portion of the Project by eminent domain, Owners shall share in the proceeds of such sale in the same proportion as their Allocated Interest in the Common Areas (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Project so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be

such sale in the same proportion as their Allocated Interest in the Common Areas (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Project so encumbered shall extend to each applicable Owner's interest in the proceeds of such partition and sale. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

ARTICLE 15. - GENERAL PROVISIONS

15.1. Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions and other provisions now or hereafter imposed by this Declaration, or any amendments thereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages and other sums for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and Association Rules and any respective amendments thereto.

15.2. No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or Association Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

15.3. Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

15.4. Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws or Association Rules by judgment or court order shall in now way affect any other Restrictions or provisions contained herein or therein which shall remain in full force and effect.

15.5. Covenants To Run With The Land: Term. The Restrictions and other provisions of this Declaration shall run with and bind the Project as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded (1998), after which time the Restrictions and other provisions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed and acknowledged by Owners of not less than seventy-five percent (75 %) of the Allocated Interests in the votes of the Association and their Lenders, has been recorded prior to the end of any such period agreeing to change or revoke the Restrictions and other provisions of this Declaration in whole or in part.

awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, who will hold such proceeds for the benefit of the Owners and their Lenders. Owners shall share in the proceeds of such termination or liquidation in the same proportion as their Allocated Interest in the Common Areas (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Project so encumbered shall extend to each applicable Owner's interest in such proceeds. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

15.7. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential condominium community and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

15.8. Gender and Number. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

15.9. Nuisance. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or Association Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

15.10. Attorneys' Fees. In the event any action is instituted to enforce any of the provisions contained in this Declaration, the Bylaws or Association Rules, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of suit.

15.11. Notices. Any notice to be given to an Owner, a Lender or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

- (a) Notice to an Owner shall be delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any

one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners.

- (b) Notice to a Lender shall be delivered by first class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender in Salt Lake County, Utah, or if no such office is located in Salt Lake County, to any office of such Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.
- (c) The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, or to any Lender or Lenders, to the address or addresses for the giving of notice pursuant to this Section, shall be deemed conclusive proof of such mailing.
- (d) Notice to the Association shall be delivered by registered or certified United States mail, postage prepaid, addressed to the office of the statutory agent of the Association or as follows:

Ron Cornell
1032 Oak Hills Way
Salt Lake City, Utah 84108

Any notice so deposited in the mail shall be deemed delivered upon the date of receipt.

15.12. Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. Declarant shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or Association Rules are determined to be unenforceable in whole or in part or under certain circumstances.

15.13. Personal Covenant. To the extent the acceptance of a conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant, other Owners or the Association, such personal covenant shall terminate and be of no further force or effect from and after the date when a Person ceases to be an Owner except to the extent this Declaration provides for personal liability with respect to the Assessments incurred during the period a Person is an Owner.

15.14. Non-liability of Officials. To the fullest extent permitted by law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage,

loss or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence if such Board member or officer acted in good faith within the scope of his or their duties.

15.15. Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for non-profit purposes of the Association in managing, maintaining, caring for and preserving the Common Areas and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Areas and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

15.16. Notification of Sale and Transfer Fee. Concurrently with the consummation of the sale or other transfer of any Unit, or within fourteen (14) days after the date of such transfer, the transferor shall notify the Association in writing of such transfer and shall pay the Association such reasonable costs incurred by the Association resulting from the transfer of the Unit, if any. The written notice shall set forth the name of the transferee, the street address of the Unit purchased or acquired by the transferee, the transferor's mailing address, the date of the sale or transfer and the name and address of the transferee's Lender, if any. Prior to the receipt of such written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferor. Notwithstanding the other provisions hereof, this Section shall not apply to a Lender who becomes an Owner by a foreclosure proceeding or any deed or assignment in lieu of foreclosure.

15.17. Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Areas that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests or invitees, but only to the extent that any damage is not covered by casualty insurance in favor of the Association. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, tenants, guests and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including any Limited Common Areas, if any, except to the extent (a) that such injury or damage is covered by liability insurance in favor of the Association or any other Owner, or (b) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other person temporarily visiting such Unit.

15.18. Conflicting Provisions. In the case of any conflict between this Declaration and the Bylaws, or Association Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow the Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified

accordingly. Notwithstanding the above, this Declaration shall be deemed modified and amended only to the extent necessary to come into compliance with the Act.

ARTICLE 16. - AMENDMENTS

16.1. General Amendment Requirements. Except as permitted by Article 3 or as otherwise permitted or required by the Act, this Declaration may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67 %) of the votes in the Association are allocated.

16.2. Execution of Amendments. An amendment or revocation which only requires the execution of an instrument by Declarant as hereinabove provided shall be effective when executed by Declarant and when recorded in the office of the County Recorder of Salt Lake County, Utah. An amendment which requires the affirmative written assent or vote of the Owners as hereinabove provided shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment has been so approved, when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

16.3. Lender Approval. Subject to the foregoing, any provision of this Declaration which expressly requires the approval of a specified percentage of the Lenders for action to be taken under said provision can be amended only with the affirmative written assent or vote of not less than the same percentage of the Lenders, provided that in the event approval is requested in writing from a Lender with respect to a proposed amendment and a negative response is not returned within thirty (30) days following the Lender's receipt of the request, by certified or registered mail, with a return receipt requested, the Lender shall be deemed to have approved the proposed amendment.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 17th day of November, 1997.

DECLARANT:

See Exhibit "A"

EXHIBIT "A"

DECLARANTS

Name

Address

Jean C. Christensen
Jean C. Christensen, Trustee

1024 South Oak Hills Way
Salt Lake City, UT 84108-2024

W. Boyd Christensen
W. Boyd Christensen, Trustee

1024 South Oak Hills Way
Salt Lake City, UT 84108-2024

Afton R. Boyd
Afton R. Boyd

1022 South Oak Hills Way
Salt Lake City, UT 84108-2024

Patricia U. Carlisle, Trustee

1020 South Oak Hills Way
Salt Lake City, UT 84108-2024

James E. Hogle
Hogle Family Limited Partnership
By: General Partner

1018 South Oak Hills Way
Salt Lake City, UT 84108-2024

Evelyn I. Vernon

1044 South Oak Hills Way
Salt Lake City, UT 84108-2024

Stanford P. Darger
Stanford P. Darger, Trustee

1042 South Oak Hills Way
Salt Lake City, UT 84108-2024

Arlene B. Darger, Trustee

1042 South Oak Hills Way
Salt Lake City, UT 84108-2024

Robert M. Schubach

1040 South Oak Hills Way
Salt Lake City, UT 84108-2024

Gayle M. Schubach

1040 South Oak Hills Way
Salt Lake City, UT 84108-2024

Lawrence K. Goldsmith
Lawrence K. Goldsmith, Trustee

1038 South Oak Hills Way
Salt Lake City, UT 84108-2024

Suzanne T. Goldsmith
Suzanne Goldsmith, Trustee

1038 South Oak Hills Way
Salt Lake City, UT 84108-2024

Larry E. Clark by Roland Corbett
Larry E. Clark, Trustee

1036 South Oak Hills Way
Salt Lake City, UT 84108-2024

BK7952PG1518

EXHIBIT "A"

DECLARANTS

Name	Address
<hr/> Jean C. Christensen, Trustee	1024 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> W. Boyd Christensen, Trustee	1024 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Afton R. Boyd	1022 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Attorney in Fact</i> <hr/> <i>Patricia U. Carlisle</i> Patricia U. Carlisle, Trustee	1020 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Hogle Family Limited Partnership By: General Partner <i>Evelyn I. Vernon</i> <hr/> Evelyn I. Vernon	1018 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Stanford P. Darger, Trustee	1044 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Attorney in Fact</i> <hr/> <i>Arlene B. Darger</i> Arlene B. Darger, Trustee	1042 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Attorney in Fact</i> <hr/> <i>Robert M. Schubach</i> Robert M. Schubach	1042 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Attorney in Fact</i> <hr/> <i>Gayle M. Schubach</i> Gayle M. Schubach	1040 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Lawrence K. Goldsmith, Trustee	1040 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Suzanne Goldsmith, Trustee	1038 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Larry E. Clark, Trustee	1038 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Larry E. Clark, Trustee	1036 South Oak Hills Way Salt Lake City, UT 84108-2024

Jacquelyn Clark by Robert Cornell
Jacquelyn Clark, Trustee 1036 South Oak Hills Way
Salt Lake City, UT 84108-2024

Rhonda L Walker
Rhonda L. Walker 1034 South Oak Hills Way
Salt Lake City, UT 84108-2024

Thomas C Kenna by Robert Cornell
Thomas C. Kenna 1034 South Oak Hills Way
Salt Lake City, UT 84108-2024

Donna L Elmquist
A. Bellovs DONNA L. ELMQUIST 1046 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓

Robert Ehrlich 1048 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓

Sara T. Ehrlich 1048 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓

Clark N. Stohl, Trustee 1050 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓

Beth B. Stohl, Trustee 1050 South Oak Hills Way
Salt Lake City, UT 84108-2024

Afton S. Owens
Afton S. Owens, Trustee 1052 South Oak Hills Way
Salt Lake City, UT 84108-2024

~~Walter Owens~~ *Deceased* 1052 South Oak Hills Way
Salt Lake City, UT 84108-2024

Mary L. W. Rees 1026 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓

Lee E. Teitelbaum, Trustee 1028 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓

Herta Teitelbaum, Trustee 1028 South Oak Hills Way
Salt Lake City, UT 84108-2024

Carol M. Bullock, Trustee 1030 South Oak Hills Way
Salt Lake City, UT 84108-2024

Ron Cornell for Nancy R Cornell
Nancy R. Cornell, Trustee 1032 South Oak Hills Way
Salt Lake City, UT 84108-2024

BK7952PG1520

Jacquelyn Clark, Trustee

1036 South Oak Hills Way
Salt Lake City, UT 84108-2024

Rhonda L. Walker

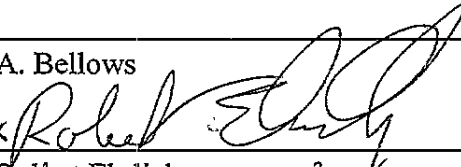
1034 South Oak Hills Way
Salt Lake City, UT 84108-2024

Thomas C. Kenna

1034 South Oak Hills Way
Salt Lake City, UT 84108-2024

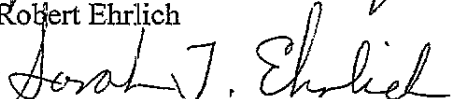
A. Bellows

1046 South Oak Hills Way
Salt Lake City, UT 84108-2024

x 

Robert Ehrlich

1048 South Oak Hills Way
Salt Lake City, UT 84108-2024

x 

Sara T. Ehrlich

1048 South Oak Hills Way
Salt Lake City, UT 84108-2024

Clark N. Stohl, Trustee

1050 South Oak Hills Way
Salt Lake City, UT 84108-2024

Beth B. Stohl, Trustee

1050 South Oak Hills Way
Salt Lake City, UT 84108-2024

Afton S. Owens, Trustee

1052 South Oak Hills Way
Salt Lake City, UT 84108-2024

Walter Owens

1052 South Oak Hills Way
Salt Lake City, UT 84108-2024

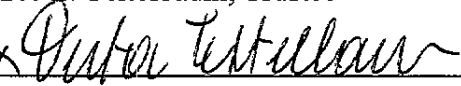
Mary L. W. Rees

1026 South Oak Hills Way
Salt Lake City, UT 84108-2024

x 

Lee E. Teitelbaum, Trustee

1028 South Oak Hills Way
Salt Lake City, UT 84108-2024

x 

Herta Teitelbaum, Trustee

1028 South Oak Hills Way
Salt Lake City, UT 84108-2024

Carol M. Bullock, Trustee

1030 South Oak Hills Way
Salt Lake City, UT 84108-2024

Nancy R. Cornell, Trustee

1032 South Oak Hills Way
Salt Lake City, UT 84108-2024

BK7952PG1521

Jacquelyn Clark, Trustee

1036 South Oak Hills Way
Salt Lake City, UT 84108-2024

Rhonda L. Walker

1034 South Oak Hills Way
Salt Lake City, UT 84108-2024

Thomas C. Kenna

1034 South Oak Hills Way
Salt Lake City, UT 84108-2024

A. Bellows

1046 South Oak Hills Way
Salt Lake City, UT 84108-2024

Robert Ehrlich

1048 South Oak Hills Way
Salt Lake City, UT 84108-2024

Sara T. Ehrlich

1048 South Oak Hills Way
Salt Lake City, UT 84108-2024

Clark N. Stohl

Clark N. Stohl, Trustee

1050 South Oak Hills Way
Salt Lake City, UT 84108-2024

Beth B. Stohl

Beth B. Stohl, Trustee

1050 South Oak Hills Way
Salt Lake City, UT 84108-2024

Afton S. Owens, Trustee

1052 South Oak Hills Way
Salt Lake City, UT 84108-2024

Walter Owens

1052 South Oak Hills Way
Salt Lake City, UT 84108-2024

Mary L. W. Rees

1026 South Oak Hills Way
Salt Lake City, UT 84108-2024

Lee E. Teitelbaum, Trustee

1028 South Oak Hills Way
Salt Lake City, UT 84108-2024

Herta Teitelbaum, Trustee

1028 South Oak Hills Way
Salt Lake City, UT 84108-2024

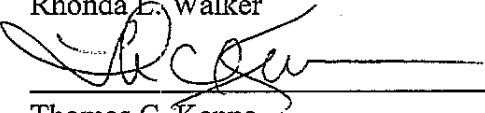
* Carol M. Bullock, Trustee

1030 South Oak Hills Way
Salt Lake City, UT 84108-2024

Nancy R. Cornell, Trustee

1032 South Oak Hills Way
Salt Lake City, UT 84108-2024

BK7952PG1522

<hr/>	1036 South Oak Hills Way
Jacquelyn Clark, Trustee	Salt Lake City, UT 84108-2024
<hr/>	1034 South Oak Hills Way
Rhonda L. Walker	Salt Lake City, UT 84108-2024
	
✓ Thomas C. Kenna	1034 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
A. Bellows	1046 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Robert Ehrlich	1048 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Sara T. Ehrlich	1048 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Clark N. Stohl, Trustee	1050 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Beth B. Stohl, Trustee	1050 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Afton S. Owens, Trustee	1052 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Walter Owens	1052 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
✓ Mary L. W. Rees	1026 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Lee E. Teitelbaum, Trustee	1028 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Herta Teitelbaum, Trustee	1028 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Carol M. Bullock, Trustee	1030 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024
Nancy R. Cornell, Trustee	1032 South Oak Hills Way
<hr/>	Salt Lake City, UT 84108-2024

BK7952PG1523

<hr/> Jacquelyn Clark, Trustee	1036 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Rhonda L. Walker	1034 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Thomas C. Kenna	1034 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> A. Bellows	1046 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Robert Ehrlich	1048 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Sara T. Ehrlich	1048 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Clark N. Stohl, Trustee	1050 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Beth B. Stohl, Trustee	1050 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Afton S. Owens, Trustee	1052 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Walter Owens	1052 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> <i>Mary L. W. Rees</i> Mary L. W. Rees	1026 South Oak Hills Way Salt Lake City, UT 84108-2024 <i>Mary Lou Rees</i>
<hr/> Lee E. Teitelbaum, Trustee	1028 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Herta Teitelbaum, Trustee	1028 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Carol M. Bullock, Trustee	1030 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Nancy R. Cornell, Trustee	1032 South Oak Hills Way Salt Lake City, UT 84108-2024

✓ Marsha S. Dahle, Trustee 1006 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓ Dal Siegel 1008 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓ Cecelia Siegel 1008 South Oak Hills Way
Salt Lake City, UT 84108-2024

Clayton R. Williams 1010 South Oak Hills Way
Salt Lake City, UT 84108-2024

Elaine S. Williams 1010 South Oak Hills Way
Salt Lake City, UT 84108-2024

Maridean M. Ryberg, Trustee 1012 South Oak Hills Way
Salt Lake City, UT 84108-2024

Voneta M. Hopkins 1014 South Oak Hills Way
Salt Lake City, UT 84108-2024

Dean R. Williams 1016 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓ Carol J. Williams 1016 South Oak Hills Way
Salt Lake City, UT 84108-2024

✓ Virginia D. Wilson 996 South Oak Hills Way
First Security Bank of Utah, N.A., Trustee Salt Lake City, UT 84108-2024

✓ First Security Bank of Utah, N.A., Trustee 994 South Oak Hills Way
Salt Lake City, UT 84108-2022

Jeanne F. Christensen 992 South Oak Hills Way
Jeanne F. Christensen Life, et al. Salt Lake City, UT 84108-2022

Ray R. Christensen 992 South Oak Hills Way
Ray R. Christensen Life, et al. Salt Lake City, UT 84108-2022

✓ First Security Bank of Utah, N.A., Trustee 992 South Oak Hills Way
Salt Lake City, UT 84108-2022

BK 7952 PG 1525

Marsha S. Dahle
Marsha S. Dahle, Trustee

1006 South Oak Hills Way
Salt Lake City, UT 84108-2024

X Dal Siegel
Dal Siegel

1008 South Oak Hills Way
Salt Lake City, UT 84108-2024

X Cecelia Siegel
Cecelia Siegel

1008 South Oak Hills Way
Salt Lake City, UT 84108-2024

Clayton R. Williams

1010 South Oak Hills Way
Salt Lake City, UT 84108-2024

Elaine S. Williams

1010 South Oak Hills Way
Salt Lake City, UT 84108-2024

Maridean M. Ryberg, Trustee

1012 South Oak Hills Way
Salt Lake City, UT 84108-2024

Voneta M. Hopkins

1014 South Oak Hills Way
Salt Lake City, UT 84108-2024

Dean R. Williams

1016 South Oak Hills Way
Salt Lake City, UT 84108-2024

Carol J. Williams

1016 South Oak Hills Way
Salt Lake City, UT 84108-2024

B. J. A. Johnson, AVP
First Security Bank of Utah, N.A., Trustee

996 South Oak Hills Way
Salt Lake City, UT 84108-2024

X B. J. A. Johnson, AVP
First Security Bank of Utah, N.A., Trustee

994 South Oak Hills Way
Salt Lake City, UT 84108-2022

Jeanne F. Christensen Life, et al.

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

Ray R. Christensen Life, et al.

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

X B. J. A. Johnson, AVP
First Security Bank of Utah, N.A., Trustee

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

BK7952PG1526

<hr/> Marsha S. Dahle, Trustee	1006 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Dal Siegel	1008 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Cecelia Siegel	1008 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Clayton R. Williams	1010 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Elaine S. Williams	1010 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Maridean M. Ryberg, Trustee	1012 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Voneta M. Hopkins	1014 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> Dean R. Williams	1016 South Oak Hills Way Salt Lake City, UT 84108-2024
x <i>Carol S. Williams</i> <hr/> Carol J. Williams	1016 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> First Security Bank of Utah, N.A., Trustee	996 South Oak Hills Way Salt Lake City, UT 84108-2024
<hr/> First Security Bank of Utah, N.A., Trustee	994 South Oak Hills Way Salt Lake City, UT 84108-2022
<hr/> Jeanne F. Christensen Life, et al.	992 South Oak Hills Way Salt Lake City, UT 84108-2022
<hr/> Ray R. Christensen Life, et al.	992 South Oak Hills Way Salt Lake City, UT 84108-2022
<hr/> First Security Bank of Utah, N.A., Trustee	992 South Oak Hills Way Salt Lake City, UT 84108-2022

BK7952PG1527

Carlie Christensen

Carlie Christensen, Trustee

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

William A. Williams

William A. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Clarice J. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Robert C. Buckmiller

Robert C. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

Donna B. Buckmiller

Donna B. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

K. Gary Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Robert H. Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Virginia B. Sawyer

Virginia B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Richard B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Jane O. Jones, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

Betty M. Davis, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

Susan J. Saari, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

_____ Carlie Christensen, Trustee	992 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ William A. Williams	990 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ Clarice J. Williams	990 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ Robert C. Buckmiller	1004 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Donna B. Buckmiller	1004 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ K. Gary Garff, Trustee	1002 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Robert H. Garff, Trustee	1002 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Virginia B. Sawyer, Trustee	1000 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Richard B. Sawyer, Trustee	1000 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Jane O. Jones</i> Jane O. Jones, Trustee	998 South Oak Hills Way Salt Lake City, UT 84108-2022
<i>Betty M. Davis</i> Betty M. Davis, Trustee	998 South Oak Hills Way Salt Lake City, UT 84108-2022
<i>Susan J. Saari</i> Susan J. Saari, Trustee	998 South Oak Hills Way Salt Lake City, UT 84108-2022

Carlie Christensen, Trustee

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

William A. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Clarice J. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Robert C. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

Donna B. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

K. Gary Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Robert H. Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Virginia B. Sawyer, Trustee

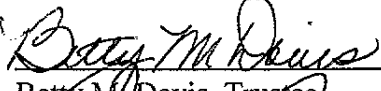
1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Richard B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Jane O. Jones, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022


Betty M. Davis, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022


Susan J. Saam, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

BK7952PG1530

Carlie Christensen, Trustee

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

William A. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

X Clarice J. Williams
Clarice J. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Robert C. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

Donna B. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

X _____
K. Gary Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

X _____
Robert H. Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Virginia B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Richard B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Jane O. Jones, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

Betty M. Davis, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

Susan J. Saari, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

BK7952PG1531

Carlie Christensen, Trustee

992 South Oak Hills Way
Salt Lake City, UT 84108-2022

William A. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Clarice J. Williams

990 South Oak Hills Way
Salt Lake City, UT 84108-2022

Robert C. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

Donna B. Buckmiller

1004 South Oak Hills Way
Salt Lake City, UT 84108-2024

K. Gary Garff

K. Gary Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Robert H. Garff

Robert H. Garff, Trustee

1002 South Oak Hills Way
Salt Lake City, UT 84108-2024

Virginia B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Richard B. Sawyer, Trustee

1000 South Oak Hills Way
Salt Lake City, UT 84108-2024

Jane O. Jones, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

Betty M. Davis, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

Susan J. Saari, Trustee

998 South Oak Hills Way
Salt Lake City, UT 84108-2022

BK7952PG1532

_____ Carlie Christensen, Trustee	992 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ William A. Williams	990 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ Clarice J. Williams	990 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ Robert C. Buckmiller	1004 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Donna B. Buckmiller	1004 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ K. Gary Garff, Trustee	1002 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Robert H. Garff, Trustee	1002 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Virginia B. Sawyer</i> _____ Virginia B. Sawyer, Trustee	1000 South Oak Hills Way Salt Lake City, UT 84108-2024
<i>Richard B. Sawyer</i> _____ Richard B. Sawyer, Trustee	1000 South Oak Hills Way Salt Lake City, UT 84108-2024
_____ Jane O. Jones, Trustee	998 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ Betty M. Davis, Trustee	998 South Oak Hills Way Salt Lake City, UT 84108-2022
_____ Susan J. Saari, Trustee	998 South Oak Hills Way Salt Lake City, UT 84108-2022

EXHIBIT "B"
PROPERTY DESCRIPTION

Beginning at the West Quarter Corner of Section 11, Township One South, Range One East, Salt Lake Base and Meridian; and running thence North $0^{\circ}09'33''$ West, 33.00 feet; thence South $85^{\circ}40'$ East 399.91 feet; thence South $0^{\circ}09'33''$ East, 0.60 feet; thence South $89^{\circ}40'$ East, 35.00 feet; thence North $0^{\circ}09'33''$ West, 0.60 feet; thence South $89^{\circ}40'$ East, 415.51 feet; thence South $53^{\circ}05'$ East, 116.61 feet to the West Line of Oaks Hills Way; thence South $24^{\circ}00'$ West, 135.34 feet along the West line of said Street; thence 283.79 feet around a 1366.0 foot radius curve to the left, tangent to which curve bears South $24^{\circ}00'$ West at the point of beginning to the Northeast Corner of Oak Hills Plat "N" Subdivision; thence South $89^{\circ}50'27''$ West, 419.61 feet; thence North $0^{\circ}09'33''$ West, 433.93 feet; thence North $89^{\circ}40'$ West 379.93 feet to the point of beginning.

Together with the following parcel:

Beginning at a point North $0^{\circ}09'33''$ West 33.00 feet and South $89^{\circ}40'$ East 445.51 feet from the West 1/4 corner of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}50'29''$ East 50.00 feet; thence South $89^{\circ}40'$ East 250.754 feet; thence South $0^{\circ}50'29''$ West 50.00 feet; thence North $89^{\circ}40'$ West 250.754 feet to the point of beginning.

EXHIBIT "B-1"
AMENDMENT TO ENABLING DECLARATION
AND
BY-LAWS OF COLINA DE ROBLE CONDOMINIUM HOME PROJECT
DATED MAY 15, 1971

BK 7952 PG 1535

AMENDMENT TO ENABLING DECLARATION AND BY-LAWS
OF COLINA DE ROBLE' CONDOMINIUM HOME PROJECT

THIS AMENDMENT, made as of this 15th day of May, 1971 by SAWYER INVESTMENT COMPANY, a Utah corporation, and by all the other parties whose names are affixed hereto.

1. Original Declaration and By-Laws. Pursuant to the Utah Condominium Ownership Act, the Enabling Declaration and By-Laws of Colina De Roble' Condominium Home Project were duly executed and acknowledged by Sawyer Investment Company, as Declarant, on October 6, 1969. On October 9, 1969 said instruments were recorded in the official records of Salt Lake County, Utah as Entry Number 2306230 in Book 2796, Pages 583-607.

2. Original Map. Concurrently with the Declaration and By-Laws was recorded the Record of Survey Map of Colina De Roble' Condominium Home Project. Said Map consists of four (4) pages, and was recorded as Entry Number 2306229 in Book HH, Page 1.

3. Description of Project. Subject to and together with the easements and rights-of-way described therein, the above-described instruments affect the following-described portion of the West half of Section 11, Township 1 South, Range 1 East, S.L.M., situated in Salt Lake County, State of Utah:

Beginning at the West Quarter Corner of Section 11, Township One South, Range One East, Salt Lake Base and Meridian; and running thence North 0° 09'33" West, 33.00 feet; thence South 89°40' East 399.91 feet; thence South 0°09'33" East 0.60 feet; thence South 89°40' East, 35.00 feet; thence North 0°09'33" West, 0.60 feet; thence South 89°40' East, 415.51 feet; thence South 53°05' East, 116.61 feet to the West Line of Oak Hills Way; thence South 24°00' West, 135.34 feet along the West Line of said Street; thence 283.79 feet around a 1366.0 foot radius curve to the left, tangent to which curve bears South 24°00' West at the point of beginning to the Northeast Corner of Oak Hills Plat "N", Subdivision; thence South 89°50'27" West, 419.61 feet; thence North 0°09'33" West, 433.93 feet; thence North 89°40' West 379.93 feet to the point of beginning.

BK 7952 PG 1536

4. Persons Executing Amendment. The signatories to this Amendment are comprised of the following persons who, collectively, constitute all those having an interest in the Project as of the date hereof: (a) Sawyer Investment Company, in its capacity as the original Declarant; (b) Sawyer Investment Company, in its capacity as owner of all presently unsold and/or unconstructed Units in the Project (said Units being Nos. C-1, C-2, C-3, C-4, D-1, D-2, D-3, D-4, E-1, E-2, E-3, E-4, E-5, E-6, F-2, F-3, and G-3); (c) Sawyer Investment Company, in its capacity as Manager of the Project; (d) The Management Committee of the Project; (e) First Security State Bank, a Utah corporation, and Oak Hills, Inc., a Utah corporation, which, together, hold all mortgages and/or other liens which are presently outstanding against the Project and any of the Units therein; (f) All the present owners or purchasers of all Units which have been sold, along with their respective wives (if any). The name of each such owner and his wife, and the Unit in which he has an interest, is set forth in that portion of this instrument which is reserved for signatures.

5. Desire to Amend. The above-described signatories desire to amend the Colina De Roble' Declaration, By-Laws, and Record of Survey Map in accordance with the following Paragraphs 6 through 16.

6. Portion of Project Affected. This Amendment relates to the status and use of, and rights and obligations associated with, a certain portion of the common areas and facilities. Said portion is situated between Buildings C and G, and is more particularly described as follows:

Beginning at a point South 303.36 feet and East 713.74 feet from the West quarter corner of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 30° 50' East 19.57 feet; thence South 74° 15' East 5.36 feet; thence South 15° 45' West 13.80 feet; thence South 1° 09' East 3.15 feet; thence South 73° 50' East 10.85 feet; thence South 15° 30' West 33.26 feet; thence North 75° 13' West 21.6 feet; thence North 0° 10' West 55.33 feet to the point of beginning.

Contains 0.031 Acres.

-POOR COPY-
CO. RECORDER

The above-described area is hereinafter referred to as the "pool site."

7. Status and Use of Pool Site. The pool site, all improvements thereon, and the related improvements described in Paragraph 9 below, are hereby declared to be limited common areas and facilities, the use of which is reserved to Unit No. G-1. The owner of said Unit shall have the right, in conjunction with his ownership and occupancy of Unit No. G-1, to exclusively use and occupy the pool site and all improvements connected therewith as a private swimming pool facility. Such right shall pass with any transfer of the right to occupy and use Unit No. G-1, but in no other manner.

8. Construction of Pool Facilities. The improvements (hereinafter referred to as the "pool facilities") necessary to enable the pool site to be used for the above-stated purposes shall be constructed by Sawyer Investment Company or its delegatee. The method of construction and the plans and specifications therefor shall be as determined by Sawyer Investment Company.

9. Grant of Easements and Status of Improvements Thereon. Any easements for water lines, electrical lines, sewer lines, or similar facilities which are or may become necessary or desirable in connection with the construction, operation, or maintenance of the swimming pool are hereby granted. Such water, electrical, and sewer lines and similar facilities which are necessary or desirable only because of the existence or operation of the swimming pool shall constitute limited common areas and facilities whose use is reserved to Unit No. G-1, and shall be a part of the pool facilities.

10. Duties of Management Committee. The Management Committee of Colina De Roble shall, with respect to the pool site and pool facilities:

(a) Secure and maintain insurance coverage against risks arising out of the pool facilities which are not already covered by existing policies of insurance. The coverage so secured shall, to the extent possible, comply with the requirements of Paragraph 11, Section III of the Declaration and Section 2, Article XIX of the By-Laws.

(b) Supply the pool facilities with the water and power necessary for their proper operation.

(c) Maintain, repair, and reconstruct the pool facilities as may be reasonably necessary to provide for their safe and proper functioning and attractive appearance.

(d) Maintain all landscaping which may be situated on the pool site.

(e) Take any other action which may be reasonably necessary to provide for the proper operation and upkeep of the pool site and pool facilities.

11. Obligations of Unit Owner. The owner of Unit No. G-1 shall pay the Management Committee for all expenses incurred by the latter in performing the duties described in subparagraphs 10(b) through 10(e) above. The owner shall also pay the Committee any increase in the cost of insurance on the Project which may result from the presence of the pool facilities. The owner shall pay such sums to the Management Committee at the times and in the amounts reasonably required by it.

12. Remedies Against Owner. None of the sums required by the foregoing Paragraph 11 to be paid shall, for purposes of any assessment levied against all Unit owners, constitute common expenses. All of such sums shall, however, constitute common expenses for purposes of obtaining payment from the owner of Unit No. G-1. To enforce such payment the Committee shall be entitled to employ against the owner of Unit No. G-1 any remedy provided in the Act for the nonpayment of common expenses.

13. Indemnification of Other Owners. So long as he owns Unit No. G-1, the present owner thereof shall indemnify and hold harmless the Manager, the Management Committee, and all other

Unit owners, their lessees, and privies, from any loss or liability, to the extent not covered by insurance, arising out of or attributable to the presence, use, or operation of the pool facilities. The obligation hereby imposed upon the present owner of Unit No. G-1 shall automatically accompany any change in ownership of said Unit and shall bind all subsequent owners thereof. By entering into an agreement for the purchase of Unit No. G-1, by accepting delivery of a deed conveying said Unit, or by exercising any of the incidents of ownership associated with Unit No. G-1, each person who in the future acquires an ownership interest therein shall be deemed to have consented to the provisions of this Paragraph 13.

14. Consent to Construction. By executing this Amendment each signatory hereto consents to the construction, maintenance, and use of the pool facilities.

15. Extent of Amendment. The Enabling Declaration, the By-Laws, the Record of Survey Map, and the present Management Agreement of the Colina De Roble' Condominium Home Project are each amended to the extent necessary to make the provisions thereof consistent with the terms of this Amendment. To the extent they are consistent with the provisions hereof, the terms of said instruments shall remain unaltered. The Enabling Declaration and By-Laws of Colina De Roble' Condominium Home Project recorded on October 9, 1969, as amended by this instrument of Amendment, shall be and constitute the Enabling Declaration and By-Laws for said Project.


16. Miscellaneous. If the application of any provision of this Amendment to specific circumstances so requires, the masculine gender when used herein shall include the feminine and neuter and the singular shall include the plural.

IN WITNESS WHEREOF, the persons whose names are subscribed below have executed this instrument in the capacity indicated as of the day and year first above written.

SAWYER INVESTMENT COMPANY, in its capacity as: (a) The original Declarant; (b) The Owner of all presently unsold and/or unconstructed Units; and (c) The Manager of the Project.

By 
Robert D. Sawyer, President

ATTEST:


D. Spencer Nilson, Secretary

MANAGEMENT COMMITTEE OF COLINA DE
ROBLE' CONDOMINIUM PROJECT

By [Signature]
Its President

FIRST SECURITY STATE BANK, one of
the holders of mortgages and/or
other liens presently outstanding
against the Project and/or certain
Units therein.

By [Signature]
Its [Signature]

ATTEST:

[Signature]
Its [Signature]

OAK HILLS, INC., one of the holders
of mortgages and/or other liens
presently outstanding against the
Project and/or certain Units therein.

By [Signature]
Its President

ATTEST:

[Signature]
Its Vice President

-POOR COPY-
CO. RECORDER

BK 7952 PG 1541

EXHIBIT "C"
ARTICLES

BK7952PG1542

ARTICLES OF INCORPORATION
OF
OAK HILLS GARDENS CONDOMINIUM ASSOCIATION

In compliance with the requirements of Utah Nonprofit Corporation and Cooperative Association Act, §16-6-18, et seq., Utah Code Annotated, 1953, as amended, the undersigned all of whom are residents of the State of Utah and all of whom are of full age, hereby certify that the following are the Articles of Incorporation of Oak Hills Gardens Condominium Association.

ARTICLE I

NAME

The name of the corporation is Oak Hills Gardens Condominium Association, hereinafter called the "Association".

ARTICLE II

DURATION

The period of duration of the Association shall be perpetual.

ARTICLE III

PURPOSE

The purpose of the corporation shall be to manage, administer and own the Common Area and associated facilities of the Oak Hills Gardens Condominium Project and to take all

lawful actions reasonably associated therewith.

ARTICLE IV

REGISTERED AGENT

Ron Cornell, whose address is 1032 Oak Hills Way, Salt Lake City, Utah 84108 is hereby appointed the initial registered agent of the Association. The initial principal office of the Association is located at 1032 Oak Hills Way, Salt Lake City, Utah 84105.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide, for maintenance, preservation and control of the Condominium Project known as Oak Hills Gardens Condominium within that certain tract of property described on Exhibit "A", attached hereto and hereby incorporated by reference, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Salt Lake County Recorder, State of Utah, and as the same may

be amended from time to time as therein provided, said Declaration being incorporated herein as set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds

(2/3) of each class of members;

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Cooperative Association Act by law may now or hereafter have or exercise.

ARTICLE VI

MEMBERSHIP

The Corporation shall have members but no stock shall be issued. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject to the declaration of record or to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to any Unit and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have one (1) class of voting membership which will entitle Owners to one vote for each Condominium Unit owned. When more than one person holds an interest in any Unit, all persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE VIII

MANAGEMENT COMMITTEE

The affairs of this Association shall be managed by a Board of Directors (Trustees) consisting of no less than three (3) individuals and no more than (5) individuals as determined by the bylaws of the Association, two of whom must be members of the Association. The number of Board of Directors may be changed by amendment of the Bylaws of the Association. At the first annual meeting and each annual meeting thereafter, the Members shall elect the entire Board of Directors for a one (1) year term. The initial Board of Directors, to serve until the next election, shall be:

Larry Goldsmith
1038 S. Oak Hills Way
Salt Lake City, Utah 84108

Robert Schubach
1040 South Oak Hills Way
Salt Lake City, Utah 84108

Arlene Darger
1042 South Oak Hills Way
Salt Lake City, Utah 84108

Carol Bullock
1030 South Oak Hills Way
Salt Lake City, Utah 84108

Ron Cornell
1032 South Oak Hills Way
Salt Lake City, Utah 84108

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three quarters (3/4) of the Members. If dissolution is the result of the destruction (partial or otherwise) or abandonment of the Project as defined in the Declaration, the real property and/or insurance proceeds held by the Association shall be returned to the Members in an equitable manner and proportionate to the Member's interest. Otherwise, upon dissolution of the

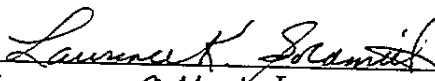
Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.


ARTICLE X

BYLAWS

The initial affairs of the corporation shall be regulated by the Bylaws adopted by the Board of Directors.

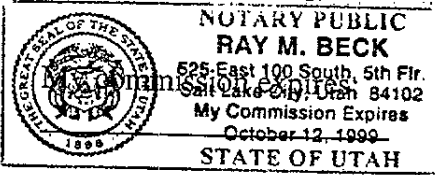
DATED this 17th day of November, 1997.


Lawrence Goldsmith Incorporator


Ron Cornell, Incorporator
and as registered agent.

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

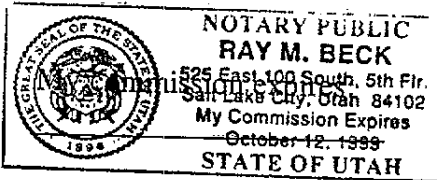
On the 17 day of November, 1997 personally appeared before me Lawrence K. Holcomb, the signer of the foregoing instrument individually and as registered agent and after being duly sworn, acknowledged to me that he signed the same of his own free will.



Ray M. Beck
NOTARY PUBLIC
Residing in:

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 17th day of November, 1997 personally appeared before me Ron Cornell, the signer of the foregoing instrument and after being duly sworn, acknowledged to me that she signed the same of her own free will.



Ray M. Beck
NOTARY PUBLIC
Residing in:

EXHIBIT "A"
PROPERTY DESCRIPTION

Beginning at the West Quarter Corner of Section 11, Township One South, Range One East, Salt Lake Base and Meridian; and running thence North $0^{\circ}09'33''$ West, 33.00 feet; thence South $85^{\circ}40'$ East 399.91 feet; thence South $0^{\circ}09'33''$ East, 0.60 feet; thence South $89^{\circ}40'$ East, 35.00 feet; thence North $0^{\circ}09'33''$ West, 0.60 feet; thence South $89^{\circ}40'$ East, 415.51 feet; thence South $53^{\circ}05'$ East, 116.61 feet to the West Line of Oaks Hills Way; thence South $24^{\circ}00'$ West, 135.34 feet along the West line of said Street; thence 283.79 feet around a 1366.0 foot radius curve to the left, tangent to which curve bears South $24^{\circ}00'$ West at the point of beginning to the Northeast Corner of Oak Hills Plat "N" Subdivision; thence South $89^{\circ}50'27''$ West, 419.61 feet; thence North $0^{\circ}09'33''$ West, 433.93 feet; thence North $89^{\circ}40'$ West 379.93 feet to the point of beginning.

Together with the following parcel:

Beginning at a point North $0^{\circ}09'33''$ West 33.00 feet and South $89^{\circ}40'$ East 445.51 feet from the West 1/4 corner of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}50'29''$ East 50.00 feet; thence South $89^{\circ}40'$ East 250.754 feet; thence South $0^{\circ}50'29''$ West 50.00 feet; thence North $89^{\circ}40'$ West 250.754 feet to the point of beginning.

F:\DEBBIE\RMB\OAKHILLS\OAKHILLS.AR3

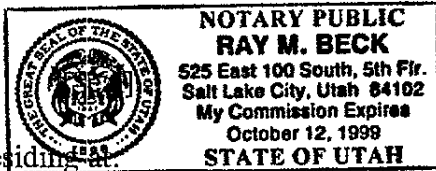
EXHIBIT "D"
ALLOCATED INTERESTS

Building	Unit No.	Percent Ownership
A	A1	3.125
A	A2	3.125
A	A3	3.125
A	A4	3.125
B	B1	3.125
B	B2	3.125
B	B3	3.125
B	B4	3.125
B	B5	3.125
B	B6	3.125
C	C1	3.125
C	C2	3.125
C	C3	3.125
C	C4	3.125
D	D1	3.125
D	D2	3.125
D	D3	3.125
D	D4	3.125
E	E1	3.125
E	E2	3.125

E	E3	3.125
E	E4	3.125
E	E5	3.125
E	E6	3.125
F	F1	3.125
F	F2	3.125
F	F3	3.125
F	F4	3.125
G	G1	3.125
G	G2	3.125
G	G3	3.125
G	G4	3.125

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

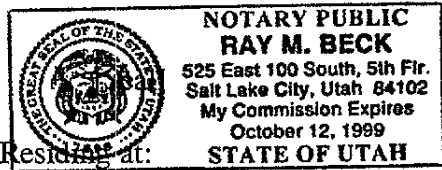
On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Jean C. Christensen, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

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

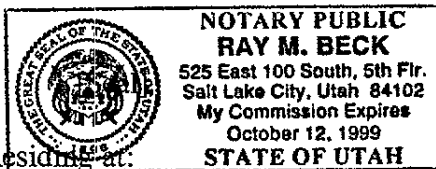
On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared W. Boyd Christensen, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Alton P. Boyd, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

BK 7952PG1553

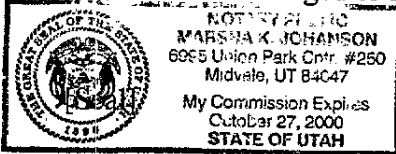
STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

JANUARY, 1998

On this 22 day of ~~November, 1997~~, before me, the undersigned Notary, personally appeared BETTY M DAVIS, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Marsha K. Johanson
Notary Public

My Commission Expires: 10-27-00

Residing at:

50 JORDAN
SO JORDAN

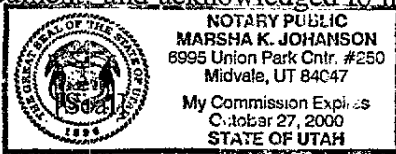
STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

JANUARY, 1998

On this 22 day of ~~November, 1997~~, before me, the undersigned Notary, personally appeared SUSAN J. SAARI, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Marsha K. Johanson
Notary Public

My Commission Expires: 10-27-00

Residing at:

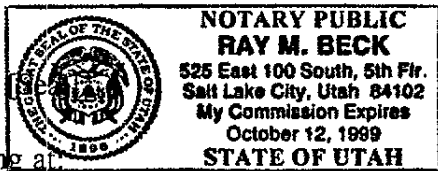
SO. JORDAN, UT

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared James E Hoff, Jr., who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public

My Commission Expires: _____

Residing at:

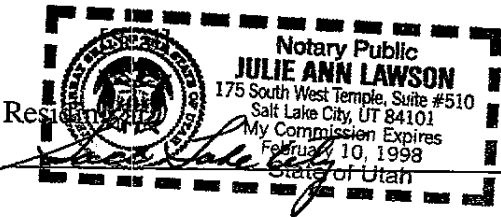
BK7952PG1554

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On this 26 day of ~~November~~ ^{Dec}, 1997, before me, the undersigned Notary, personally appeared Herb Littelbaum, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



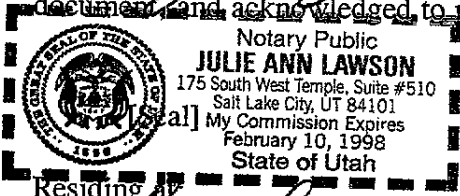
Julie Ann Lawson
Notary Public
My Commission Expires: Feb 10, 1998

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On this 26 day of ~~November~~ ^{Dec}, 1997, before me, the undersigned Notary, personally appeared Jane O. Jones, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Julie Ann Lawson
Notary Public
My Commission Expires: Feb 10, 1998

STATE OF UTAH)

:ss.

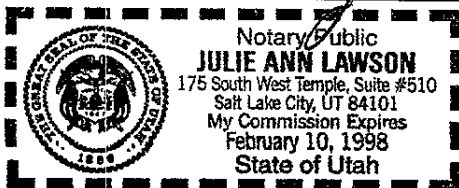
COUNTY OF SALT LAKE)

On this 26 day of ~~November~~ ^{Dec}, 1997, before me, the undersigned Notary, personally appeared Ernie F. Veram, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]

Residing at: Salt Lake City

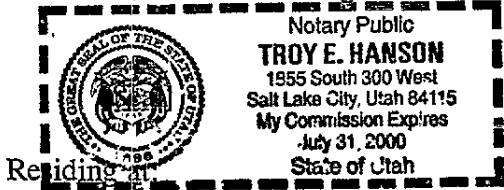
Julie Ann Lawson
Notary Public
My Commission Expires: Feb 10, 1998



BK7952PG1555

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

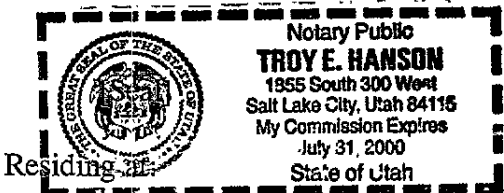
On this 23 day of November, 1997, before me, the undersigned Notary, personally appeared Virginia Sawyer, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Troy E. Hanson
Notary Public
My Commission Expires: _____

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

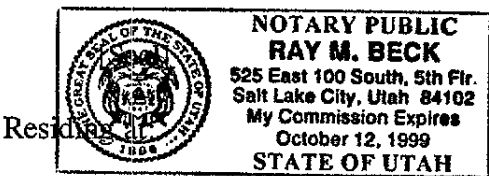
On this 23 day of November, 1997, before me, the undersigned Notary, personally appeared Richard B. Sawyer, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Troy E. Hanson
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Stanford P. Payne, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

BK7952PG1556

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On this 31 day of Dec November, 1997, before me, the undersigned Notary, personally appeared Arleen B. Dwyer, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Notary Public
JULIE ANN LAWSON
175 South West Temple, Suite #510
Salt Lake City, UT 84101
My Commission Expires
February 10, 1998
State of Utah

Julie Ann Lawson
Notary Public

My Commission Expires: Feb 10, 1998

Residing at:

Salt Lake City

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On this 31 day of Dec November, 1997, before me, the undersigned Notary, personally appeared Ron Cornell, who is the agent in fact for Nancy R. Cornell person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Notary Public
JULIE ANN LAWSON
175 South West Temple, Suite #510
Salt Lake City, UT 84101
My Commission Expires
February 10, 1998
State of Utah

Julie Ann Lawson
Notary Public

My Commission Expires: Feb 10, 1998

Residing at:

Salt Lake City

* Nancy R. Cornell

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On this 31 day of Dec November, 1997, before me, the undersigned Notary, personally appeared Ron Cornell, who is the agent in fact for Gary M. Schulz person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]

Julie Ann Lawson
Notary Public

My Commission Expires: Feb 10, 1998

Residing at:

Salt Lake City



Notary Public
JULIE ANN LAWSON
175 South West Temple, Suite #510
Salt Lake City, UT 84101
My Commission Expires
February 10, 1998
State of Utah

BK 7952 PG 1557

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

On this ___ day of November, 1997, before me, the undersigned Notary, personally appeared _____, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

Mary L. W. Rees

[Seal]

Residing at:

Notary Public
My Commission Expires: _____

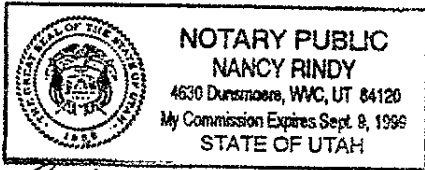
STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ^{December} 20 day of November, 1997, before me, the undersigned Notary, personally appeared *[Signature]*, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

Tom Hanna

[Seal]

Residing at:

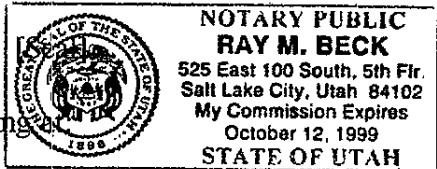


Nancy Rindy
Notary Public
My Commission Expires: 9-9-99

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared *Lawrence K & Suzanne Cole*, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

Residing at:

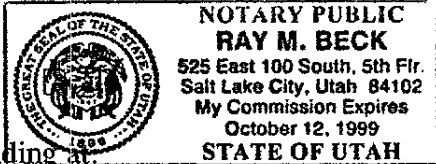


Ray M. Beck
Notary Public
My Commission Expires: _____

BK7952PG1558

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Dean R. Williams, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

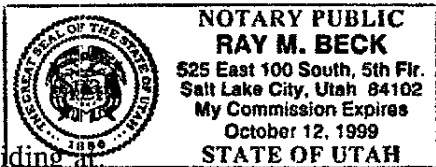


Residing at:

Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Jeanne F. & Ray R. Christman, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

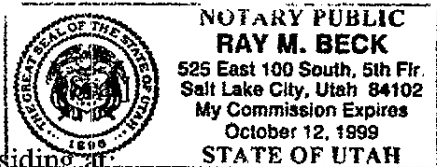


Residing at:

Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Rhonda J. Walker, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



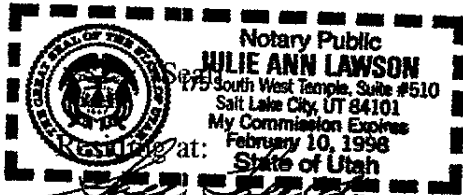
Residing at:

Ray M. Beck
Notary Public
My Commission Expires: _____

BK 7952PG1559

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

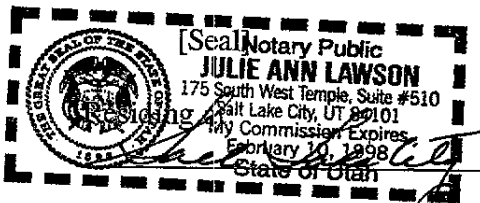
On this 5th day of ^{Dec.} November, 1997, before me, the undersigned Notary, personally appeared Robert Ehrlich, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Julie Ann Lawson
Notary Public
My Commission Expires: Feb 10, 1998

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

On this 5th day of ^{Dec.} November, 1997, before me, the undersigned Notary, personally appeared Sara T. Ehrlich, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



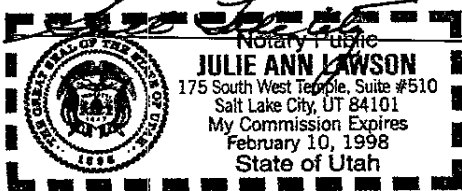
Julie Ann Lawson
Notary Public
My Commission Expires: Feb 10, 1998

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

On this 5th day of ^{Dec.} November, 1997, before me, the undersigned Notary, personally appeared Lee C. Seitelbaum, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]

Residing at:



Julie Ann Lawson
Notary Public
My Commission Expires: Feb 10, 1998

BK 7952PG1560

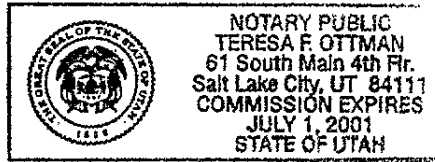
STATE OF UTAH)
) ss.
County of Salt Lake)

On the 29th day of December, 1997 personally appeared before me Peggy A. Kohkonen, who being by me duly sworn did say that she is an Officer of First Security Bank of Utah, National Association, now known as First Security Bank, National Association, Trustee of the Jeanne P. Christensen Revocable Trust, Carolyn C. Christensen Irrevocable Trust, Mabel W. Evans Revocable Trust, and Virginia F. Wilson Revocable Trust, and that the foregoing instrument was signed in behalf of said association by authority of a resolution of its Board of Directors, and the said Peggy A. Kohkonen acknowledged to me that said association executed the same as Trustee.

Teresa F. Ottman

Notary Public
Residing at

My Commission Expires:



BK7952PG1561

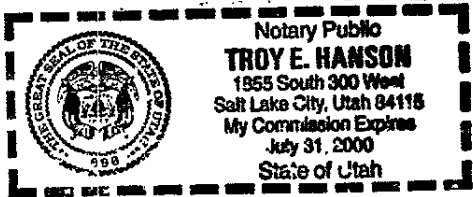
STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this 30 day of November, 1997, before me, the undersigned Notary, personally appeared Carol J. Williams who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]

Troy E. Hanson
Notary Public
My Commission Expires: _____

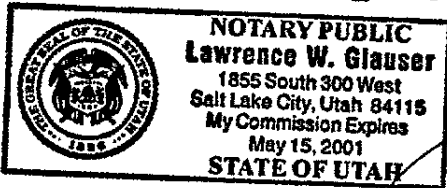
Residing at:
1016 So Oak Hills Way



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

On this 13 day of November, 1997, before me, the undersigned Notary, personally appeared Beth B Stoh, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]



Residing at: _____

Lawrence W. Glauser
Notary Public
My Commission Expires: _____

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

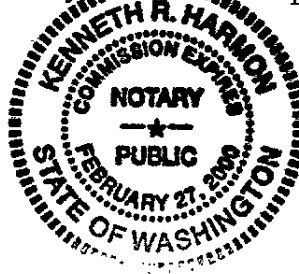
On this 20th day of ~~November, 1997~~ ^{January, 1998}, before me, the undersigned Notary, personally appeared K. Gary Garff, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]

Residing at:
Seattle Washington

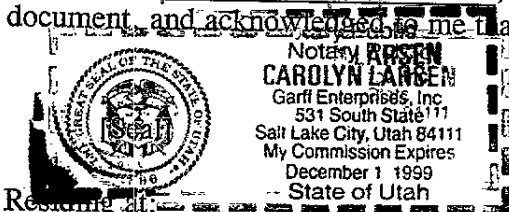
Kenneth R. Harmon
Notary Public

My Commission Expires: Feb. 27, 2000



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

On this 26th day of ~~November, 1997~~ ^{January 1998}, before me, the undersigned Notary, personally appeared Robert H. Garff, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



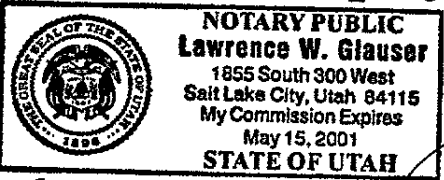
Residing at:
Salt Lake City, Utah

CAROLYN LARSEN
Notary Public
My Commission Expires: December 1, 1999

BK 7952 PG 1564

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

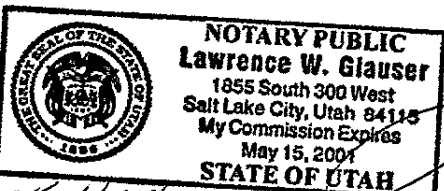
On this 13 day of November, 1997, before me, the undersigned Notary, personally appeared Clark Stoll, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]  Lawrence W. Glauser
Notary Public
My Commission Expires: _____

Residing at:
1050 Oak Hills Way

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

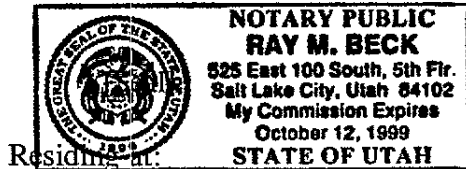
On this 13 day of November, 1997, before me, the undersigned Notary, personally appeared Clarice Williams who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]  Lawrence W. Glauser
Notary Public
My Commission Expires: _____

Residing at:
990 Oak Hills Way

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

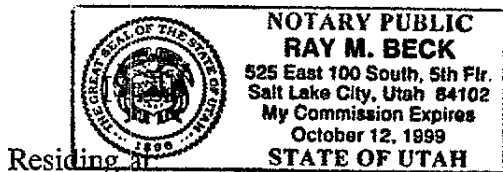
On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Donna L. Elmquist, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

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

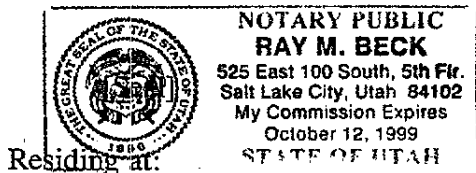
On this 17th day of November, 1997, before me, the undersigned Notary, personally appeared Afton S. Owens, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Donna B. Buckmaster, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

BK 7952 PG 1566

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

On this 24 day of Nov, 1997, before me, the undersigned Notary, personally appeared Marda S. Park, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Notary Public
JULIE ANN LAWSON
175 South West Temple, Suite #510
Salt Lake City, UT 84101
My Commission Expires
February 10, 1998
State of Utah

Residing at:

Salt Lake City

Julie Ann Lawson
Notary Public

My Commission Expires: Feb 10, 1998

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

On this 24 day of Nov, 1997, before me, the undersigned Notary, personally appeared Dal Singh, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Notary Public
JULIE ANN LAWSON
175 South West Temple, Suite #510
Salt Lake City, UT 84101
My Commission Expires
February 10, 1998
State of Utah

Residing at:

Salt Lake City

Julie Ann Lawson
Notary Public

My Commission Expires: Feb 10, 1998

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

On this 24 day of Nov, 1997, before me, the undersigned Notary, personally appeared Cecelia Singh, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.

[Seal]

Residing at:

Salt Lake City



Notary Public
JULIE ANN LAWSON
175 South West Temple, Suite #510
Salt Lake City, UT 84101
My Commission Expires
February 10, 1998
State of Utah

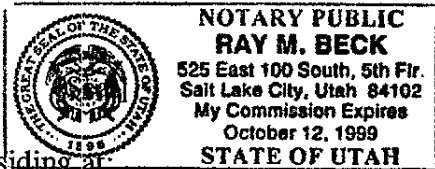
Julie Ann Lawson
Notary Public

My Commission Expires: Feb 10, 1998

BK7952PG1567

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Clayton R. & Elaine Williams, who is the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its said purpose.

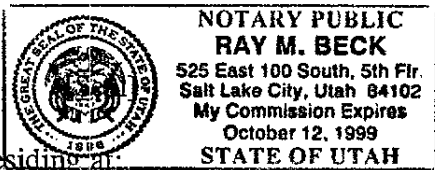


Residing at: _____

Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Maribean M. Ryker, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

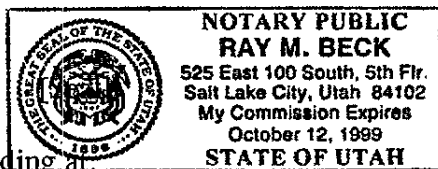


Residing at: _____

Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Voneta M. Hopkins, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



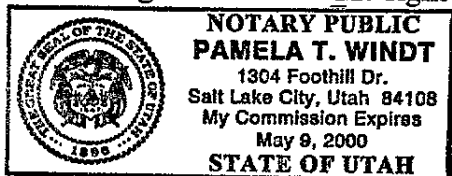
Residing at: _____

Ray M. Beck
Notary Public
My Commission Expires: _____

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

On this 20 day of November, 1997, before me, the undersigned Notary, personally appeared Mary Louise W. Rees, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.

[Seal]

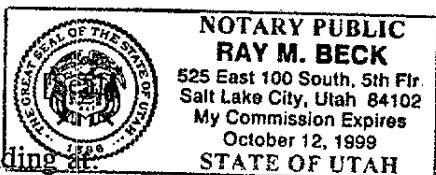


Pamela T. Windt
Notary Public
My Commission Expires: 5-9-00

Residing at:
1304 Foothill Dr SLC

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared William A. Williams who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

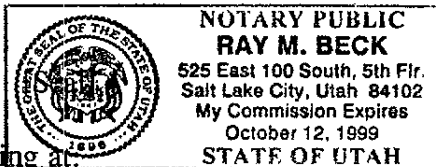


Ray M. Beck
Notary Public
My Commission Expires: _____

Residing at: _____

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

On this 17 day of November, 1997, before me, the undersigned Notary, personally appeared Robert C. Deakmiller who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Ray M. Beck
Notary Public
My Commission Expires: _____

Residing at: _____

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 29th day of ^{December}~~November~~, 1997, before me, the undersigned Notary, personally appeared Peggy Kohkonen, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

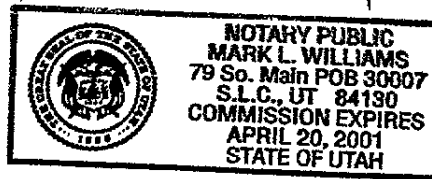
[Seal]

Mark L. Williams

Notary Public

My Commission Expires: April 20, 2001

Residing at:
795. Main SLC, UT 84130



STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 29th day of ^{December}~~November~~, 1997, before me, the undersigned Notary, personally appeared Peggy Kohkonen, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

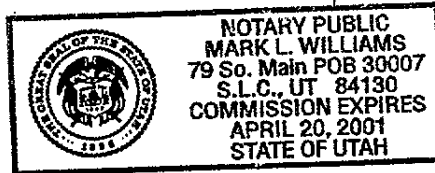
[Seal]

Mark L. Williams

Notary Public

My Commission Expires: April 20, 2001

Residing at:
795. Main SLC, UT 84130



STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 29th day of ^{December}~~November~~, 1997, before me, the undersigned Notary, personally appeared Peggy Kohkonen, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

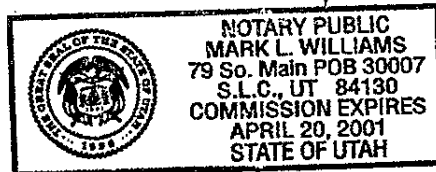
[Seal]

Mark L. Williams

Notary Public

My Commission Expires: April 20, 2001

Residing at:
795. Main SLC, UT 84130



SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Unit Owners of the Oak Hills Gardens Condominium, pursuant to the official Declaration thereof recorded with the Salt Lake County Recorder's Office, State of Utah, and each of them, have made, constituted and appointed, and by these presents do make, constitute and appoint, RON CORNELL AKA Roland Cornell as their true and lawful attorney for the specific, but limited, purpose of executing the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Restated and Amended Declaration") and expressly authorize the foregoing party to execute the Restated and Amended Declaration on their behalf, together with all documentation reasonably associated therewith including, but not limited to, Articles of Incorporation and By-Laws, if necessary, but for no other purpose. It is the express intent that the foregoing duly designated attorney-in-fact shall bind the undersigned, and their respective properties, to the covenants, conditions and restrictions set forth in the Restated and Amended Declaration by his execution thereof.

Giving and granting to the previously designated power of attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if the undersigned were personally present. The undersigned hereby ratify and confirm all that the previously designated attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned have heretofore set their hand as of the date so indicated.

[Unit No.]

LARRY E. & JACQUE CLARK
[Print or Type Name]

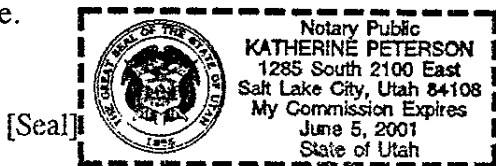
1036 OAK HILLS WAY, SLC, UT. 84008
[Address]

Larry E. Clark
[Signature]

Jacqueline Clark
[Signature]

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 11 day of October, 1997, before me, the undersigned Notary, personally appeared Larry & Jacquie Clark, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Residing at: Salt Lake City, UT

Katherine Peterson
Notary Public
My Commission Expires: 6-5-2001

BK 7952PG1571

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Unit Owners of the Oak Hills Gardens Condominium, pursuant to the official Declaration thereof recorded with the Salt Lake County Recorder's Office, State of Utah, and each of them, have made, constituted and appointed, and by these presents do make, constitute and appoint, _____

Ron Cornell AKA Roland Cornell as their true and lawful attorney for the specific, but limited, purpose of executing the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Restated and Amended Declaration") and expressly authorize the foregoing party to execute the Restated and Amended Declaration on their behalf, together with all documentation reasonably associated therewith including, but not limited to, Articles of Incorporation and By-Laws, if necessary, but for no other purpose. It is the express intent that the foregoing duly designated attorney-in-fact shall bind the undersigned, and their respective properties, to the covenants, conditions and restrictions set forth in the Restated and Amended Declaration by his execution thereof.

Giving and granting to the previously designated power of attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if the undersigned were personally present. The undersigned hereby ratify and confirm all that the previously designated attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned have heretofore set their hand as of the date so indicated.

1032
[Unit No.]

Nancy R. Cornell, Trustee [Print or Type Name] 1032 Oak Hills Way [Address]

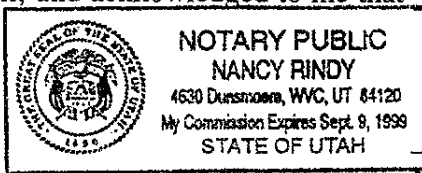
SALT LAKE CITY

Nancy R. Cornell, Trustee [Signature] UTAH 84108

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 30 day of October, 1997, before me, the undersigned Notary, personally appeared Nancy R. Cornell, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]



Nancy Rindy
Notary Public
My Commission Expires: 9-9-99

Residing at:
Salt Lake

BK7952PG1572

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Unit Owners of the Oak Hills Gardens Condominium, pursuant to the official Declaration thereof recorded with the Salt Lake County Recorder's Office, State of Utah, and each of them, have made, constituted and appointed, and by these presents do make, constitute and appoint, William A. Williams aka Bill Williams as their true and lawful attorney for the specific, but limited, purpose of executing the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Restated and Amended Declaration") and expressly authorize the foregoing party to execute the Restated and Amended Declaration on their behalf, together with all documentation reasonably associated therewith including, but not limited to, Articles of Incorporation and By-Laws, if necessary, but for no other purpose. It is the express intent that the foregoing duly designated attorney-in-fact shall bind the undersigned, and their respective properties, to the covenants, conditions and restrictions set forth in the Restated and Amended Declaration by his execution thereof.

Giving and granting to the previously designated power of attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if the undersigned were personally present. The undersigned hereby ratify and confirm all that the previously designated attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned have heretofore set their hand as of the date so indicated.

A-3
[Unit No.]

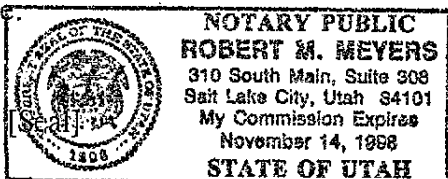
Patricia C. Carlisle
[Print or Type Name]

1020 Oak Hills Way
[Address]
Salt Lake City,
Utah 84108

Patricia C. Carlisle
[Signature]

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 12th day of November, 1997, before me, the undersigned Notary, personally appeared PATRICIA C. CARLISLE, who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its said purpose.



Residing at: SLC

[Signature]
Notary Public
My Commission Expires: 11-14-98

BK7952PG1573

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Unit Owners of the Oak Hills Gardens Condominium, pursuant to the official Declaration thereof recorded with the Salt Lake County Recorder's Office, State of Utah, and each of them, have made, constituted and appointed, and by these presents do make, constitute and appoint, Don Cornell
aka Roland Cornell as their true and lawful attorney for the specific, but limited, purpose of executing the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Restated and Amended Declaration") and expressly authorize the foregoing party to execute the Restated and Amended Declaration on their behalf, together with all documentation reasonably associated therewith including, but not limited to, Articles of Incorporation and By-Laws, if necessary, but for no other purpose. It is the express intent that the foregoing duly designated attorney-in-fact shall bind the undersigned, and their respective properties, to the covenants, conditions and restrictions set forth in the Restated and Amended Declaration by his execution thereof.

Giving and granting to the previously designated power of attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if the undersigned were personally present. The undersigned hereby ratify and confirm all that the previously designated attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned have heretofore set their hand as of the date so indicated.

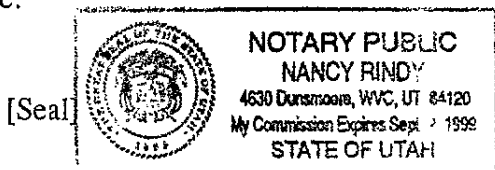
1040
[Unit No.]

ROBERT M. SCHUBACH & GAYLE M. SCHUBACH
[Print or Type Name] [Address]

[Signature] [Signature]
[Signature]

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

On this 30th day of October, 1997, before me, the undersigned Notary, personally appeared ROBERT & GAYLE SCHUBACH, who is the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its said purpose.



Residing at: Salt Lake

Nancy Rindy
Notary Public
My Commission Expires: 9-9-99

BK 7952PG1574

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Unit Owners of the Oak Hills Gardens Condominium, pursuant to the official Declaration thereof recorded with the Salt Lake County Recorder's Office, State of Utah, and each of them, have made, constituted and appointed, and by these presents do make, constitute and appoint, _____

_____ as their true and lawful attorney for the specific, but limited, purpose of executing the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Restated and Amended Declaration") and expressly authorize the foregoing party to execute the Restated and Amended Declaration on their behalf, together with all documentation reasonably associated therewith including, but not limited to, Articles of Incorporation and By-Laws, if necessary, but for no other purpose. It is the express intent that the foregoing duly designated attorney-in-fact shall bind the undersigned, and their respective properties, to the covenants, conditions and restrictions set forth in the Restated and Amended Declaration by his execution thereof.

Giving and granting to the previously designated power of attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if the undersigned were personally present. The undersigned hereby ratify and confirm all that the previously designated attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned have heretofore set their hand as of the date so indicated.

[Unit No.]

MARSHA S. DAHLE TRUST
[Print or Type Name]

1006 OAK HILLS WY
[Address]

SALT LAKE CITY, UTAH

Marsha S Dahle
[Signature]

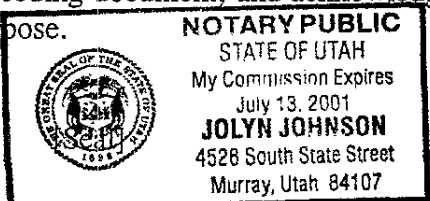
84108

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On this 31 day of ~~October~~ ^{Nov. 17}, 1997, before me, the undersigned Notary, personally appeared _____, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.



Residing at: SL

Jolyn Johnson
Notary Public
My Commission Expires: 7/01

BK 7952PG1575

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as Unit Owners of the Oak Hills Gardens Condominium, pursuant to the official Declaration thereof recorded with the Salt Lake County Recorder's Office, State of Utah, and each of them, have made, constituted and appointed, and by these presents do make, constitute and appoint, Ron Cornell aka Rolland Cornell as their true and lawful attorney for the specific, but limited, purpose of executing the Restated and Amended Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Oak Hills Gardens Condominium (the "Restated and Amended Declaration") and expressly authorize the foregoing party to execute the Restated and Amended Declaration on their behalf, together with all documentation reasonably associated therewith including, but not limited to, Articles of Incorporation and By-Laws, if necessary, but for no other purpose. It is the express intent that the foregoing duly designated attorney-in-fact shall bind the undersigned, and their respective properties, to the covenants, conditions and restrictions set forth in the Restated and Amended Declaration by his execution thereof.

Giving and granting to the previously designated power of attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do if the undersigned were personally present. The undersigned hereby ratify and confirm all that the previously designated attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the undersigned have heretofore set their hand as of the date so indicated.

1040

[Unit No.]

ROBERT M. SCHUBACH

[Print or Type Name]

[Address]

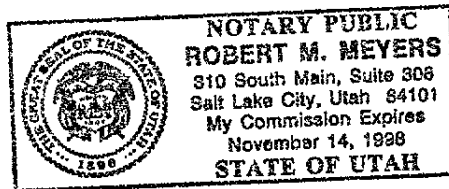
1040 OAKHILLS WAY
SALT LAKE CITY, UT
84108

[Signature]

STATE OF UTAH)

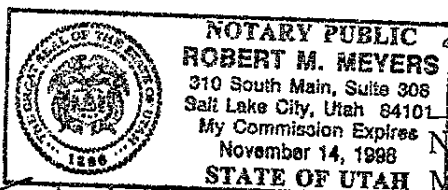
:SS.

COUNTY OF SALT LAKE)



On this 30TH day of October, 1997, before me, the undersigned Notary, personally appeared ROBERT M SCHUBACH, who is the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its said purpose.

[Seal]



Residing at: SLC

[Signature]
Notary Public

My Commission Expires: 11-14-98

BK 7952PG1576

