

DECLARATION  
FOR  
ROSEWOOD MANOR

This Declaration is made and executed in Weber County, State of Utah, this 6th day of January, 1978, by Harvey F. Hill and Marian M. Hill, husband and wife, hereinafter designated and referred to as "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in the City of Roy, County of Weber, described as follows:

A part of the Southeast quarter of Section 14, T5N, R2W, Salt Lake Base and Meridian, U. S. Survey: Beg. at a point on the West line of 2100 West Street in Roy City, Weber County, Utah, which point is North 359 feet and West 30 feet from the Southeast corner of the West half of the Southeast quarter of said Section 14; running thence West 300 feet; thence South 127 feet; thence East 93 feet; thence South 16 feet; thence East 77 feet; thence North 16 feet; thence East 130 feet to the West line of said 2100 West Street; thence North 127 feet to the point of beginning, cont. 0.90 acre.

WHEREAS, Declarant has constructed or is in the process of constructing, or will construct certain Condominium buildings and certain other improvements upon said real property in accordance with plans and drawings set forth in its record of survey map recorded herewith, prepared and certified to by Lloyd J. Neuffer, a duly registered Utah land surveyor; and

WHEREAS, it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions, and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by filing this Declaration and the aforesaid Map to submit the above described property, (reserving to declarant a 32 foot right-of-way for ingress and egress across the northern boundary of the above described property) and the Buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a condominium project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the owners thereof.

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Declarant hereby submits the above described property, (reserving to declarant a 32 ft., right-of-way for ingress and egress across the northern boundary of the above described property), and all improvements constructed and to be constructed therein, together with all appurtenances thereto, to the provisions of the Condominium Ownership Act as a condominium project, to be known as Rosewood Manor. This declaration is submitted in accordance with the terms and provisions of said Act, and shall be construed in

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accordance therewith. For the purposes of this Declaration all words, terms and phrases used herein shall be construed and defined as the same are used and defined in Section 57-8-3, Utah Code Annotated, 1953, as amended, to the extent applicable and unless another meaning is clear and obvious.

2. This Declaration and the covenants, restrictions, limitations, conditions, and uses herein provided shall constitute covenants to run with the land hereby submitted to the condominium project and shall be binding upon the declarant and its successors and assigns, and upon all subsequent owners and encumbrancers of all or any part of the condominium project, and upon their grantees, successors, heirs, executors, administrators, devisees, and/or assigns.

3. The condominium project shall consist of four (4) residential buildings, carports and swimming pool as shown by the record of survey map recorded herewith, constructed principally of brick, concrete, steel, wood, and glass, located upon the land described above.

4. To establish a plan of condominium ownership for said condominium project, the condominium project is hereby divided into the units described in Exhibit "A" attached hereto and by reference made a part hereof, which units, together with their appurtenant interests in the common areas and facilities and limited common areas and facilities as shown in Exhibit "A" shall constitute separate freehold estates for all purposes provided by the said Act.

5. In the event any portion of the common areas and facilities encroaches upon any of the units, a valid easement shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments, and for the maintenance of same shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

6. Unit owners shall not, without the written consent of the management committee, occupy or use the unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a single family, private dwelling, and shall not permit or suffer anything to be done or kept in the unit which will interfere with the rights of other unit owners, or annoy such owners by unreasonable noises or otherwise. They shall not permit or suffer anything to be done or kept in the unit which will increase the rate of fire insurance on the project, without approval of the management committee, and if, by reason of the occupancy or use of a unit, the rate of fire insurance on the project shall be increased, the owner thereof shall become personally liable for the additional insurance premiums upon all policies covering the project, and the management committee shall have the right to collect the same, when charged to the owner as additional assessments for the unit.

7. The common areas and facilities as defined in Section 57-8-3(5) Utah Code Annotated, 1953, as amended, and/or as shown on the record of survey map are hereby set aside for the use and benefit of the respective unit owners in accordance with and for all purposes provided by the Condominium Ownership Act; provided, however, that patios and garages obviously intended for use by particular units as shown and the record of survey map are hereby declared to be limited common areas or facilities for use by such particular unit or units as indicated on said record of survey map to the exclusion of other units.

8. The owner or owners of each unit shall own an undivided interest in the common areas and facilities as set forth in Exhibit

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"A" attached hereto and made a part hereof. Of the total value of the entire condominium project, each of the units represents the undivided percentage thereof expressed in Exhibit "A" for all purposes of the Condominium Ownership Act.

9. The undivided ownership interest in the common areas and facilities appurtenant to each unit as set forth in paragraph numbered 8 above shall be and remain appurtenant to such unit from and after the filing of this Declaration and said interest may not thereafter be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded in accordance with this declaration and the provisions of the Condominium Ownership Act and shall not be separately conveyed therefrom and each such undivided interest shall be deemed to be conveyed or encumbered with the unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simply title to the unit itself.

10. In addition to the 24 units to be constructed on the land above described, it is declarant's intention to construct additional units on adjacent land in one or more separate phases all to be known as Rosewood Manor. The adjacent property is described as follows:

A part of the Southeast quarter of Section 14 T5N, R2W, SLB&M, U. S. Sur, Beg. at a point on the West line of 2100 West Street, in Roy City, Weber County, Utah, which point is North 232 feet and West 30 feet from the Southeast cor of the West half of the Southeast quarter of said Sec. 14; running th West 130 ft; th South 16 ft; th W 77 ft; Th North 16 ft; Th W 93 ft, th S 192 ft to the North line of 5600 South Street, th E along said North line 300 ft to the West line of said 2100 West Street, th. North 192 feet to the point of beginning, containing 1.29 acres.

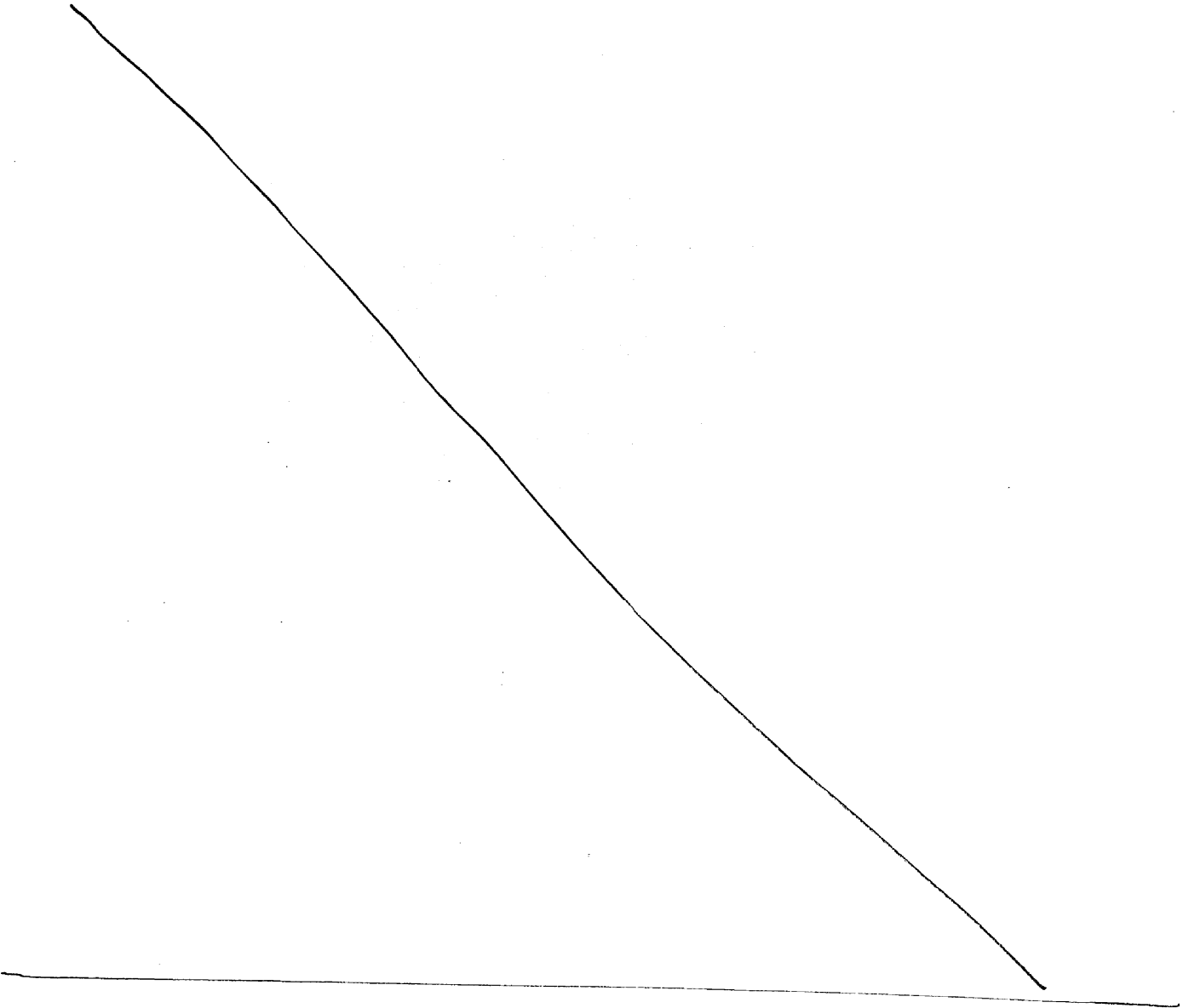
The construction of any additional unit on the property shall be completed on or before the expiration of seven (7) years. The maximum additional units that can be added hereto shall be forty-two (42). Different phases may be added at various times and there is no limitation as to the location of the improvements contained in any additional phase. All units hereinafter constructed shall be used exclusively for residential purposes. Any construction of additional unit or improvement may vary in architectural design but will be constructed with the same quality of construction and materials. There will be no limitation on the amount of common area or limited common area and facilities which declarant may create within any portion of the additional land added. By acceptance of a deed to any unit in the condominium project being constructed on the land described in this declaration, such grantee, his heirs, devisees, administrators, executors and assigns irrevocably consents to become a member of a homeowners association consisting of the unit owners of all units in all phases of the total Rosewood Manor project, and further consents and agrees that said association through a Board of Trustees or other governing body, when and if created shall have the right and power to administer the whole of Rosewood Manor project and the right and power to delegate its duties and functions to a management firm selected by the governing body of said association. Each grantee also irrevocably consents to the use by all unit owners in all phases of the total Rosewood Manor project of the swimming pool and other common areas and facilities on the same basis as said grantee.

11. The condominium project including the common areas and facilities shall be managed, operated, and maintained by a management committee as provided in the Condominium Ownership Act and the by-laws promulgated pursuant thereto as the same may be amended from time to time; provided, however, that said management committee may engage the services of a resident manager and enter into management contracts with a management firm. Any agreement with a management firm, however, must stipulate that the management contract may be terminated for cause on ninety (90) days written notice, and any such contract cannot exceed three years. All improvements, including landscaping, will be maintained in a manner at least equal to the initial installation required by the plans heretofore approved by Roy City.

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12. All agreements and determinations respecting the condominium project lawfully made and/or entered into by the management committee shall be binding upon all of the unit owners and upon their successors and assigns.

13. Except as otherwise provided by law, the unit owners shall have the right to amend this declaration and/or the record of survey map upon the approval and consent of unit owners representing the ownership of not less than seventy-five percent (75%) of the total number of units, which consent and approval shall be by duly executed and recorded instruments; provided, however, that this declaration may not be amended in any particular having the effect of removing the land described herein, or any part thereof, from the condominium laws of the State of Utah, or changing the use of said land from single family residential, without approval of Roy City after submission of such proposed change to the planning and zoning commission of its recommendation.



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14. In the event the condominium project is damaged to the extent of seventy-five percent (75%) or less, or the value thereof, the management committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such damage, and the committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the condominium project is destroyed or damaged to the extent of more than seventy-five percent (75%) of the value thereof, the unit owners shall, at a meeting duly and regularly called by the committee for that purpose, determine whether or not said premises should be rebuilt, repaired, or disposed of. The determination, under this paragraph, of the extent of any damage to the project shall be made by a group of three (3) appraisers who shall be selected by the committee for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the project, the decisions of any two with respect thereto shall be conclusive. Unless unit owners representing the ownership of not less than seventy-five percent (75%) of the total number of units agree to the withdrawal of the condominium project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the committee from the proceeds of any insurance policy or policies as above provided, all of the unit owners shall contribute to such additional cost in the same percentage as their undivided interests in the common areas and facilities as set forth in Exhibit "A". The management committee shall notify the mortgage holder of any family unit which is damaged to the extent of \$1,000.00 or more, and the committee shall notify all mortgage holders when damage to any common areas or related facilities exceeds \$10,000.00.

15. The management committee shall at all times keep the condominium project covered by fire, extended coverage, and liability insurance in its name as trustee for the unit owners, or in the name or names of such person or persons, or corporation, and in such amounts as the committee may from time to time determine to be proper, necessary and adequate. In addition, the individual unit owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on the interior of their respective units and upon such furniture, appliances and other personal property as may be located therein as they shall deem to be necessary and adequate; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage on a unit of which he is the owner in such a way as to decrease the amount which the committee may realize under any insurance policy which the committee may have in force on the project at any particular time.

16. It shall be the duty of every unit owner to pay his proportionate share of the common expenses. Payment shall be in such amounts and at such times as determined by the management committee. The common expenses shall be a debt of the owner at any time the assessment is made and shall be collected as such. If any unit owner shall fail or refuse to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of the owner in the property under the provisions of Section 57-8-20, Utah Code Annotated, 1953, as amended. The lien for non-payment of common expenses may be enforced by sale or foreclosure of the unit owner's interest by the management committee. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. In the case of foreclosure, the owner shall be required to pay a reasonable rental for the unit. The first mortgage of a unit at his request is entitled to written notification from the homeowners association, or from the management firm, of any default by the mortgagor of such

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unit of such mortgagor's obligations under the condominium documents which is not covered within thirty (30) days.

17. Each unit owner, tenant, and/or occupant of a unit shall comply with the provisions of the Act, this Declaration, the by-laws governing the administration of the project, the administrative rules and regulations duly adopted, and all agreements and determinations lawfully made and/or entered into by the management committee, including any amendments thereto, and any failure to comply with the same shall be grounds for an action by the committee to recover any loss or damage resulting therefrom or for injunctive relief. The management committee or the governing body of the homeowners association may also impose reasonable fines for the failure to pay any such fine shall become a lien upon the unit in the same manner and with the same consequences as the failure to pay common expenses becomes a lien under the provisions of Section 57-8-20, Utah Code Annotated, 1953, as amended. Rules with respect to the imposition of fines, including amounts, charges and hearings, shall be promulgated by the management committee or the governing body of an owner's association.

18. The management committee shall have and is hereby given the authority to grant such easements over and across the common areas and facilities as shall be determined by said committee to be in the interest of the unit owners.


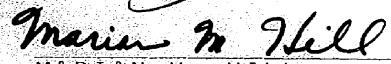
19. HARVEY F. HILL, whose residence is 2143 West 5500 South, Roy, Utah, is hereby designated as the person to receive process in connection with the project for all purposes provided by the Condominium Ownership Act; provided, however, that the management committee shall have the right to appoint a successor or substitute process agent. Such successor or substitute process agent shall be designated and appointed by an instrument duly executed and filed in the office of the County Recorder of Weber County, State of Utah.

20. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Ownership Act, as the same now exists or may be amended from time to time.

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

22. This Declaration shall take effect upon recording as provided by the Condominium Ownership Act.

Made and executed as of the day and year first above written.

  
HARVEY F. HILL  
  
MARIAN V. HILL

STATE OF UTAH       )  
                          ): ss  
COUNTY OF WEBER    )

On this 6<sup>th</sup> day of January, 1978, personally appeared before me Harvey F. Hill and Marian V. Hill, who duly acknowledged to me that they executed the above document.

  
NOTARY PUBLIC  
Residing at:

My Commission Expires:

June 15, 1980

## EXHIBIT "A"

Unit Designation	Approximate Number of Square Feet	Number of Rooms	Percentage of Ownership in Common Area and Facilities	Location	General Description
A-1	1,000	6	4.16	One Story	One family residence, including exclusive use of carport, patio and entryways as shown on Record of Survey Map.
A-2	1,000	6	4.16	One Story	Same as above
A-3	1,000	6	4.16	One Story	Same as above
A-4	1,000	6	4.16	One Story	Same as above
A-5	1,000	6	4.16	One Story	Same as above
A-6	1,000	6	4.16	One Story	Same as above
B-7	1,000	6	4.16	One Story	Same as above
B-8	1,000	6	4.16	One Story	Same as above
B-9	1,000	6	4.16	One Story	Same as above
B-10	1,000	6	4.16	One Story	Same as above
B-11	1,000	6	4.16	One Story	Same as above
B-12	1,000	6	4.16	One Story	Same as above
C-13	1,000	5	4.16	One Story	Same as above
C-14	1,000	5	4.16	One Story	Same as above
C-15	1,000	5	4.16	One Story	Same as above
C-16	1,000	5	4.16	One Story	Same as above
C-17	1,000	5	4.16	One Story	Same as above
C-18	1,000	5	4.16	One Story	Same as above
D-19	1,000	6	4.16	One Story	Same as above
D-20	1,000	6	4.16	One Story	Same as above
D-21	1,000	6	4.16	One Story	Same as above
D-22	1,000	6	4.16	One Story	Same as above
D-23	1,000	6	4.16	One Story	Same as above
D-24	1,000	6	4.16	One Story	Same as above

EXHIBIT "B"  
BY-LAWS GOVERNING ROSEWOOD MANOR

ARTICLE I

Management Committee

Section 1. General Responsibility. The business and property comprising ROSEWOOD MANOR shall be managed by a management committee consisting of five (5) unit owners to be selected by the unit owners as hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith, and/or any amendments subsequently filed thereto, and these by-laws as the same may from time to time be altered or amended; provided, however, that the management committee shall engage the services of a resident manager and/or a property management firm and fix and pay reasonable fees or compensation therefore, and delegate duties and functions thereto; provided further, that until Rosewood Manor has sold all of the units in the condominium project, or until January 1, 1982, whichever occurs first, each unit owner by accepting a deed to any unit irrevocably consents that Harvey F. Hill may act as the project manager and shall have all the rights, powers, duties and responsibilities conferred upon the management committee and/or the managers under the Condominium Ownership Act, the declaration and these by-laws.

Section 2. Operation and Maintenance. The committee shall be responsible for the control, operation and management of the project, in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the project is established and submitted to the provisions of said Act, these by-laws, and such administrative, management and operational rules and regulations as the committee or owners association may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appurtenant thereto. The operation of the project shall be conducted for the committee by a professional agent or agents, having requisite skills in condominium operations and maintenance.

Section 3. Committee Vacancies. In case of any vacancy in the management committee, the remaining members thereof may elect a successor to hold office until the next meeting of the unit owners.

Section 4. Officers. The management committee shall appoint or elect from among its membership a chairman, vice-chairman, secretary, and a treasurer, who shall hold office at the pleasure of the committee. The chairman of the committee, or in his absence, the vice-chairman, shall preside at all meetings of the committee and at all meetings of the unit owners. The secretary shall take and keep minutes of all meetings. He shall perform such other services as the committee may impose upon him, and shall receive such compensation as the committee may fix or approve. The treasurer shall have the custody and control of the funds of the committee, subject to the action of the committee, and shall, when requested by the chairman so to do, report the state of finances of the committee at each annual meeting of the unit owners and at any meeting of the committee. He shall perform such other services as the committee may require of him and shall receive compensation as the committee may fix or approve.



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Section 5. Regular Meetings. A regular meeting of the committee shall be held immediately after the adjournment of each annual unit owners meeting at the place at which such unit owners meeting was held. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the committee may from time to time by resolution provide. No notice need be given of regular meetings of the committee.

Section 6. Special Meetings. Special meetings shall be held whenever called by the chairman, vice-chairman, or by a majority of the committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous consent of the committee, special meetings may be held without call or notice of any time or place.

Section 7. Quorum. A quorum for the transaction of business at any meeting of the committee shall consist of the majority of the committee then in office.

Section 8. Special Committees. The management committee, by resolution, may designate one or more special committees, each committee to consist of two (2) or more of the unit owners, which, exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by the management committee. Such special committees shall keep regular minutes of their proceedings and report the same to the management committee when required. The chairman of the management committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

Section 9. Additional Facilities. The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members.

## ARTICLE II

### Meeting of Unit Owners

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock p.m. on the third Tuesday in January of each year commencing with the year 1979, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and provided, further, that the management committee may, by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting the unit owners shall elect committee members for two (2) year terms, which terms shall commence as of February 1; provided, however, that at the first election after the recording of these by-laws two (2) of the five committee members shall be elected for terms of not more than one (1) year, which terms shall commence upon election and shall expire on the next February 1 after such election, and three (3) of said committee members shall be elected for not more than two (2) years, which terms shall commence upon election and shall expire on the second February 1 after such election; provided, further, that the term

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of any duly elected or appointed committee member shall not expire until his successor is elected and qualifies.

Section 2. Voting. At any meeting of the owners, each owner including Declarant, shall be entitled to cast one vote for each unit owned. Any owner may attend and vote at such meeting in person, or by an agent duly appointed by an instrument in writing signed by the owner and filed with the management committee or the manager. Any designation of an agent to act for an owner may be revoked at any time by written notice to the management committee or manager, and shall be deemed revoked when the management committee or the manager shall receive actual notice of the death or judicially declared incompetence of such owner or of the conveyance of such owner of his condominium. Where there is more than one record owner, any or all of such persons may attend any meeting of the owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any condominium owned by Declarant.

In the event that a notice of default is recorded by any mortgagee who holds a mortgage which is a first lien on a condominium against the owner of the condominium covered by the mortgage, then and in that event and until the default is cured, the right of the owner of such condominium to vote shall be transferred to the mortgagee recording the notice of default.

Section 3. Meetings. The presence at any meeting of owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the provisions of paragraph 4 hereof, and at that meeting the presence of owners holding in excess of thirty percent (30%) of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the owners present, though less than a quorum, may give notice to all the owners in accordance with paragraph 4 of an adjourned meeting, and, at that meeting whatever owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the voting power of the owners present and voting provided that a quorum is present as provided for above.

Section 4. Special Meetings. Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the owners, or for any other reasonable purpose, said meeting shall be called by written notice, signed by a majority of the management committee, or by the owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

Section 5. Calls and Notices of Meetings. The calls and notices of all meetings of the unit owners shall conform to the provisions of Article III of these by-laws.

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Section 6. Waiver of Irregularities. All inaccuracies and/or irregularities in calls, notices of meeting and in the matter of voting, and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

### ARTICLE III

#### Calls and Notices of Meetings

Section 1. Annual Meeting of Unit Owners. At least five (5) days, inclusive of the date of meeting, before the date of any annual meeting of the unit owners, the secretary shall cause a written notice setting forth the time and place to be delivered personally or deposited in the mail, with postage prepaid, addressed to each unit owner at his last post office address as it then appears on the records of the management committee.

Section 2. Special Meetings of Unit Owners. Special meetings of the unit owners may be called by the management committee, or by one-third in number of the unit owners, and notice of such meeting shall be given to each unit owner in writing at least 48 hours before the time fixed for the meeting and such notice shall advise each unit owner as to the time, place and general purpose of the meeting and shall be delivered personally, or mailed, postage prepaid, to each unit owner at his last post office address as it appears on the books of the management committee. Whenever all of the members shall meet in person, such meeting shall be valid for all purposes without call or notice, or waiver of call or notice. No call or notice of any meeting of members shall be necessary if waiver of call and notice be signed by all of the members.

### ARTICLE IV

#### Administrative Rules and Regulations

The committee shall have the power to adopt and establish by resolution, such building, management, and operational rules as the committee may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time, by resolution, alter, amend and repeal such rules. When a copy thereof has been furnished to the owners they shall be taken to be a part hereof. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project.

### ARTICLE V

#### Payment of Expenses

Section 1. Assessments. Each unit owner shall pay the management committee his pro rate portion of the cash requirements

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deemed necessary by the committee to manage and operate Rosewood Manor upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management, and if the owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portion of the year, are hereby defined, and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of Rosewood Manor then in existence to enable the committee to pay all estimated expenses and outlays of the committee to the close of such year, growing out of or connected with the maintenance and operation of such land and buildings and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting and heating, and pool expenses, landscaping and care of grounds, repairs and renovations to common areas and facilities, garbage collections, wages, water charges, sewer fees, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of the Declaration and these by-laws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to Rosewood Manor. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The committee may include in the cash requirements for any year any liabilities or items of expense which accrued or became payable in a previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

The pro rate portion payable by the owner in and for each year or portion of year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the ratio of the owner's unit to the total of all units, and such assessments, together with any additional sums accruing under the Declaration and these by-laws shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee, and at such times as shall be provided by the committee.

The management committee shall have descretionary powers to prescribe the manner of maintaining and operating Rosewood Manor and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under the Declaration and these by-laws. Every such reasonable determination by the committee, within the bounds of the Condominium Ownership Act, the Declaration, and these by-laws, shall be final and conclusive as to the owners, and any expenditures may by the committee, within the bounds of the Condominium Ownership Act, the Declaration, and these by-laws, shall, as against the owner, be deemed necessary and properly made for such purpose.

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First mortgagees of all family units shall have the right to examine the books and records of the homeowners association.

If the owner shall at any time let or sublet the unit, and shall default for a period of one (1) month in the payment of any management assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due from such tenant or sub-tenant to the owner up to an amount sufficient to pay all sums due from the owner to the management committee, and any such payment of such rent to the committee shall be sufficient payment and discharge of such tenant or sub-tenant as between such tenant or sub-tenant and the owner to the extent of the amount so paid.

Section 2. No Waiver. The omission of the management committee, before the expiration of any year, to fix the management assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the covenants, conditions, or restrictions of the Declaration and these by-laws, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment shall be fixed.

## ARTICLE VI

### Taxes and Insurance

Section 1. Taxes. It is acknowledged that under the Condominium Ownership Act each of said units in each of said units percentage of the undivided interest in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such. Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said units of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

Section 2. Insurance. The committee shall secure and maintain the following insurance coverage on the project:

A. Fire and Extended Coverage. The management committee shall secure and at all times maintain, in its name as trustee for the owners, a policy or policies of fire and extended coverage insurance on the project in an amount which shall be equal to its maximum insurance replacement value, excluding foundation and excavation costs, or in such greater or lesser sum as the committee may from time to time determine to be necessary, proper and adequate. As between unit owners, participation in any proceeds realized by the committee realized by the committee from said insurance policy or policies will be on the basis of any damage sustained. In the event such unit owners cannot agree on the amount of damage sustained by each, the decision of the committee respecting the appraisal of such damage shall be conclusive. Each unit owner shall be responsible for securing and maintaining insurance coverage on the interior of his unit and furniture, appliances, and all personal property which he may have in or on his particular unit.

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B. Public Liability Coverage. The committee shall secure and at all times maintain, in its own name, a policy of comprehensive general liability insurance for bodily injury and property damage in the aggregate amount of \$300,000.00. Said minimum coverage limit may be increased or decreased by the committee from time to time as it may deem to be in the interest of its members.

It is intended that the insurance policies herein provided for include coverage for any act or omission of the committee, its officers, agents and employees, or of the occupants of any office unit in the project, respecting the ordinary and anticipated use, occupancy, operation and/or maintenance of the project. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any unit owner or occupant, or their employees, respecting acts or omissions other than those arising out of the ordinary and anticipated use, occupancy, operation and/or maintenance of the project or of any of said units.

#### ARTICLE VII

##### Right of Entry

Section 1. By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of the said units in case of an emergency originating in or threatening such unit or any other part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agents shall also have the right to enter any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project.

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

#### ARTICLE VIII

##### Reimbursement for Damages

Each unit owner shall promptly perform or cause to be performed all maintenance and repair work within any of said units owned by him which, if omitted, will adversely affect the building in which said unit is located in its entirety, or any part of the project, and shall be liable in damages for any failures on his part so to do. Each member shall also reimburse the committee for the full value of any repairs or replacements

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to the common areas and facilities made necessary through the negligence or fault of such unit owner or such unit owner's tenants.

#### ARTICLE IX

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

#### ARTICLE X

##### Use and Occupancy

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

Section 2. Use of Unit. No owner or occupant of any of said units, shall, without the prior written consent of the committee, occupy or use any of said units, nor permit any person over whom such owner or occupant has or may exercise supervision and control to occupy or use the same, for any purpose other than a private dwelling, or to permit or suffer anything to be done or kept in or upon any of said units which would constitute a nuisance or a violation of any law, ordinance, or regulation, which would increase the rate of fire insurance on the project or which might otherwise interfere with the rights of other owners or occupants of the project. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or outside wall of the project, except upon specific approval of the management committee.

Section 3. Maintenance of Units. Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damage to the building or buildings caused by the act, negligence or carelessness of the owner or that of any lessee or sublessee or any member of the owner's family or of the family of any lessee or sublessee, or of any guest, employee or agent of the owner or his lessee or sublessees, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, heating and air conditioning equipment, compactors, dishwashers, disposers, ranges, etc., that may be in or connected with the unit. The owner shall be entitled to the exclusive use and possession of the patio and garage areas attached to his unit and shall be responsible for the maintenance and upkeep of said patio and garage areas, provided, however, that without the written permission of the management committee first had and obtained, the owner shall not make or permit to be made any structural alteration, improvement or addition in or to the unit, patio and garage areas or in or to the exterior of the

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building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

No radio or T.V. antenna or aerial shall be installed on the outside of any building contained within the project without prior written consent of the committee.

Section 4. Pets. No pet shall be kept or harbored in the project unless the same in each instance be expressly permitted by the management committee. In no event shall pets be permitted in any of the common areas and facilities of the project unless carried or upon a leash. The owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet in the project.

Section 5. No Waiver of Strict Performance. The failure on the part of the committee to insist, in one or more instances, upon a strict performance of any of the terms, covenants, or conditions of the aforesaid Act, Declaration, record of survey map, rules, regulations, agreements, determinations, and/or these by-laws, or to exercise any right or option therein contained, shall not constitute, nor be construed as, a waiver or relinquishment of any other right which the committee may have thereunder or which it may thereafter acquire.

#### ARTICLE XI

##### Amendments

These by-laws may be altered, amended, or repealed by the affirmative vote of three-fourths of the unit owners at any regular meeting of such unit owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

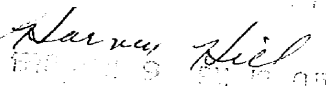
Adopted and approved this 6<sup>th</sup> day of January, 1978.

  
HARVEY F. HILL

  
MARIAN V. HILL

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RENEE VAUGHN