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**SEVENTH AMENDMENT: AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR JEFFERSON PLACE,**

A Condominium Project

This Seventh Amendment: The Amended and Restated Declaration of Covenants, Conditions and Restrictions is made and executed this 2nd day of October, 2003, by JEFFERSON PLACE CONDOMINIUM HOMEOWNERS ASSOCIATION of 9400 South 700 West, Sandy, Utah 84070 (hereinafter referred to as the "Association").

This "Seventh Amendment" supercedes and replaces the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded as Entry No. 6550639, Book 7578, Page 2915 County Recorder of Salt County and incorporates all supplements thereto as expressed herein.

RECITALS:

A. Association. The Association is the authorized representative of the owners of certain real property known as the JEFFERSON PLACE CONDOMINIUM PROJECT, located in Salt Lake County, Utah and more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("the Land").

B. Existing Project. The Land includes the thirteen (13) completed Phases at Jefferson Place Condominium Project consisting of twenty-two (22) Buildings and one hundred seventy-six (176) Units, and certain Common Area and Facilities; and

ALL easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

PROVIDED, HOWEVER, the foregoing is subject to: All liens for current and futures taxes, assessments, and charges imposed or levied by governmental or quasi governmental authorities; all Patent reservations and exclusions, any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; and easements, rights-of-way,

encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

C. Original Declaration. The original Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on the 19th day of August, 1982 as Entry No. 3703854, in Book 5403, at Page 2988 of the Official Records (the "Original Declaration").

D. Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions. The Sixth amendment, which incorporated 5 amendments, passed and recorded on various dates, into the Original Declaration and restated the Declaration as one document, was recorded in the office of the County Recorder of Salt Lake County, Utah on the 16th day of January, 1997 as Entry No. 6550639, in Book 7578, at Page 2915.

E. Seventh Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions. The Seventh amendment incorporates into one document the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions and all supplements thereto including:

1. The First Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 16th day of January, 1997 as Entry No. 6550641, in Book 7578, at Page 2980.
2. The Second Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 20th day of April, 1998 as Entry No. 6933586, in Book 7950, at Page 0155.
3. The Third Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 20th day of April, 1998 as Entry No. 6933588, in Book 7950, at Page 0163.
4. The Fourth Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions

recorded in the office of the County Recorder of Salt Lake County, Utah on the 30th day of April, 1999 as Entry No. 7339056, in Book 8273, at Page 0210.

5. The Fifth Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 24th day of March, 2000 as Entry No. 7602823, in Book 8350, at Page 5058.
6. The Sixth Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 7th day of July, 2000 as Entry No. 7675568, in Book 8373, at Page 7450.
7. The Seventh Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office the County Recorder of Salt Lake County, Utah on the 4th day of June, 2001 as Entry No. 7912549, in Book 8464, at Page 5917.
8. The Eighth Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 4th Day of June, 2001 as Entry No. 7912551, in Book 8464, at Page 5927.
9. The Ninth Supplement to the Sixth Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions recorded in the office of the County Recorder of Salt Lake County, Utah on the 4th day of June, 2001 as Entry 7912553, in Book 8464, at Page 5937.

The Seventh Amendment: Amended and Restated Declaration of Covenants, Conditions & Restrictions is intended to be the governing and controlling Declaration of Covenants, Conditions and Restrictions for JEFFERSON PLACE.

F. Resubmission of Phases 1-13 and the Amenities. Association desires, by filing this Amended and Restated Declaration to resubmit Phases 1-13, inclusive, the Amenities, and all improvements now or hereafter constructed thereon to the provisions of the Utah Condominium Ownership Act (the "Act").

G. Name of Project. The Project is known and shall continue to be known as "JEFFERSON PLACE."

DECLARATION

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Association hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated.

1. Additional Charges shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, and other expenditures incurred or charged by the Association.
2. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Jefferson Place Homeowners Association on file or to be filed with the Utah Department of Commerce.
3. Assessment shall mean and refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.
4. Association shall mean and refer to the Jefferson Place Homeowners Association, a mandatory association of all of the Unit Owners in the Project taken as, or acting as, a group, responsible for the preservation and maintenance of the Property, regulation of the Project, and the enforcement of the Act, Declaration and By-Laws.
5. Building shall mean and refer to any of the structures constructed in the Project.
6. By Laws shall mean and refer to the By Laws of the Jefferson Place Homeowners Association.
7. Capital Improvement shall mean and refer to all non-recurring expenses (as opposed to day-to-day expenses) to repair, maintain or replace significant fixed assets in the Project (e.g. the entryway and exits to and from the Project, private roads, sidewalks, exterior lighting, swimming pool, tennis court, playground and water retention area, and clubhouse) intended to restore, enhance, improve or ameliorate the utility, value or beauty of the Common Areas or Facilities.
8. Committee shall mean and refer to the Management Committee of Jefferson Place as duly constituted.

9. Common Areas shall mean and refer to all real property in the Project owned in common by the Unit Owners including but not limited to the following items:

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

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

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

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

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

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

g) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

10. Common Area Assessments shall mean and refer the amounts assessed by the Management Committee to pay for the common expenses incurred in the operation, maintenance and regulation of the Project.

11. Community shall mean and refer to the Project.

12. Community Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Community, as determined by the Management Committee from time to time.

13. Declaration shall mean and refer to this Seventh Amendment: The Amended and Restated Declaration of Covenants, Conditions and Restrictions of JEFFERSON PLACE, a Condominium Project.

14. Dwelling Unit shall mean and refer to a Unit.

15. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

16. Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

17. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Committee. A vote which is for any reason suspended is not an "eligible vote".

18. Guest shall mean and refer to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.

19. Improvement shall mean and refer to any physical change or addition to the Land to make it more valuable.

20. Land shall mean and refer to all of the real property subject to this Declaration.

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

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

23. Management Committee shall mean and refer to the committee of Owners elected to manage, operate and control the Project, and regulate the Association.

24. Manager shall mean and refer to the person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.

25. Map shall mean and refer to the Record of Survey Map on file in the office of the County Recorder of Salt Lake County in and for the State of Utah.

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

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

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

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

30. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in a Unit, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, but including both the seller and buyer under an executory contract of sale.

31. Par Value shall mean the number of dollars or points assigned to each Unit by the Declaration in Exhibit "A" attached. The statement of value may not be considered to reflect or control the sales prices or fair market value of any unit, and no opinion, appraisal, or fair market transaction at a different figure may affect the par value of any Unit, or any undivided interest in the Common Areas and Facilities, voting rights in the Association, liability for Common Expenses, or the rights to Common Profits, assigned on the basis thereof.

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

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

34. Phase shall mean and refer to a particular stage or area of development within the Project designated by the Developer.

35. Project shall mean and refer to the Jefferson Place Condominium Project.

36. Property shall mean and refer to all of the real estate, improvements and appurtenances submitted to the Act and this Declaration.

37. Record of Survey Map shall mean and refer to the "Record of Survey Map or Maps of the Jefferson Place Condominium Project" on file in the office of the County Recorder of Salt Lake County.

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

39. Resident shall mean and refer to any person living or staying at the Project. This includes but is not limited to all lessees, tenants and the family members, agents, representatives, or employees of Owners, tenants or lessees.

40. Single Family Residence shall mean and refer to both the architectural style of a Unit and the nature of the residential use permitted.

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

42. Survey Map shall mean and refer to the Record of Survey Map filed in the office of the County Recorder of Salt Lake County.

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

44. Unit Number shall mean and refer to the number, letter or combination thereof designating a particular Unit.

II. SUBMISSION

The following real property is hereby submitted or resubmitted to the Act:

1. Phases 1-13. The real property described with particularity on Exhibits "B1-B12" attached hereto and incorporated herein by this reference are hereby resubmitted to the Act.
2. Amenities. The Amenities described in Exhibit "C" are hereby submitted to the Act.
3. Easements and Rights of Way. The real property submitted to the Act is hereby made subject to, and shall be governed by the Act, and the covenants, conditions and restrictions set forth herein, subject to the described easements and rights of way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of records which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Maps or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Tract; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon, under and subject to the following covenants, conditions, and restrictions:

1. Description of Improvements. The Units are constructed principally of concrete foundations with exterior walls of brick, vinyl or wood composition siding, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster. Each unit has an assigned parking space. The Project also includes landscaping, swimming pool, tennis court, clubhouse building, guest parking and other facilities located

substantially as shown in the Maps and will be subject to easements which are reserved through the Project as may be required for utility services.

2. Description and Legal Status of the Property. The Map shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. The residential Units are capable of being independently owned, encumbered and conveyed; and shall have an appurtenant undivided percentage of ownership interest in the Common Areas and Facilities.

3. Membership in the Association. Membership in the Association is mandatory. Each Unit Owner shall be a member of the Association. Membership in the Association may not be partitioned from the ownership of a Unit. The percentage of ownership interest of each Owner in the Association is set forth on Exhibit "A" attached hereto and incorporated herein by this reference. Size has been determined by the Developer based upon square foot estimates. Minor adjustments in the par value and percentage of ownership interest estimates have made for the purpose of assuring that the total undivided ownership interest in the Association equals 100.00%.

4. Limited Common Areas. Limited Common Area may not be partitioned from the Unit to which it is appurtenant. The exclusive use of Limited Common Area is reserved to the Unit to which it is assigned.

5. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Unit shall describe the interest or estate involved substantially as follows:

All of UNIT NO. _____ contained within the Jefferson Place CONDOMINIUM PROJECT, as the same is identified in the Amended Record of Survey Map recorded in Salt Lake County, Utah as Entry No. _____, in Book _____, at Page _____ (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Amended Declaration of Covenants, Conditions and Restrictions of the Jefferson Place Condominium Project recorded in Salt Lake County, Utah as Entry No. _____, in Book _____. At Page _____. (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership interest in the common areas and facilities.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the membership in the Association, nor percentage of ownership interest in the Common Areas, nor the right of exclusive use of a Limited Common Area shall be separated from the unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory

membership in the Association and such right of exclusive use shall automatically accompany the transfer of the unit to which they relate.

6. Ownership and Use. Each Owner, of whatever kind, shall be entitled to the exclusive ownership and possession of his Unit, to an undivided percentage of Ownership interest in the Common Areas, and to membership in the Association as set forth herein and subject to the following:

a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple Ownership of his Unit. There shall be no requirements concerning who may own a Unit, it being intended that they may and shall be owned as any other property rights by persons. The Common Areas shall only be used in a manner consistent with the residential nature of the Project.

b) Title to the Common Area. Each Unit Owner shall be entitled to a percentage of undivided ownership interest in and to the Common Areas and Facilities.

c) Mandatory Association. Each purchaser of a Unit shall automatically become a member of the Association.

d) Member's Easements and Rights of Way. Every Member of the Association shall as an Owner have the right and non-exclusive easement to use and enjoy the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following restrictions:

(1) The right of the Association to limit the number of guests, and to adopt administrative rules and regulations from time to time governing the use and enjoyment of the Common Area;

(2) The right of the Association to suspend the voting rights and the privilege to use the clubhouse, tennis court, swimming pool or playground and water retention area by a member for: a) any period during which his Common Area Assessment remains delinquent, and b) a period not to exceed thirty (30) days after notice and hearing as may be set forth hereinafter for any infraction of the Association rules;

(3) Subject to the prior written consent of the Secretary of Veterans Affairs, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities and similar or related purposes; and

(4) The right of the Association to assign open parking garages, carports or spaces, lease any portion of the Common Area or Facilities, or charge a reasonable admission or other fee for the use thereof.

e) Rules and Regulations. The Association, acting through its Management Committee, shall have the power and authority to adopt administrative rules and regulations and, in its sole discretion, to impose reasonable user fees for the amenities. Such rules, regulations and use restrictions shall be binding upon all Owners and Residents, their guests and invitees.

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

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

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

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

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

c. The storage of any substance, thing or material upon any Unit or in the Common Areas that emits any foul, unpleasant or noxious odors, or that causes any noise or other condition that disturbs or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

d. The creation or maintenance of any noxious or offensive condition or activity in or about any Unit or the Common Areas;

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

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

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

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

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

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

(5) Subdivision of a Unit. No Unit shall be subdivided or partitioned.

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

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

(8) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or occupant in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.

(9) Energy Conservation Equipment. No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on the Project without the prior written consent of the Committee.

(10) Business Use. No commercial trade or business may be conducted in or from any Unit unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten

the security or safety of other residents of the Project, as may be determined in the sole discretion of the Committee.

The terms business and trade, as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required there for.

Notwithstanding the above, the leasing of a residence shall not be considered a trade or business within the meaning of this sub-Section.

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

- a. The parking rules and regulations adopted by the Committee from time to time;
- b. The general parking areas are not designed for recreational, commercial or oversized motor vehicles and the Management Committee has the right to make rules and regulations restricting or prohibiting their use. Since parking spaces are limited and there is a Recreational and Commercial Vehicle (hereinafter referred to collectively as "RV") parking lot, all RV's shall be parked there, except for purposes of loading and unloading.
- c. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, RV or any other transportation device of any kind may be parked or stationed (except for purposes of loading or unloading), in such a manner so as to create an obstacle or potentially dangerous situations, or along any street or road, or in front of any garage, walkway, driveway, Building or Unit, or in an unauthorized Common Areas.
- d. Residents may only park their motor vehicles within their driveways, garages or carports, or in other designated Common Areas.
- e. Residents may not park their motor vehicles in "red zones", "fire lanes", or unauthorized areas.
- f. Visitors or guests shall park their motor vehicles in Common Areas designated for "guest" or "visitor" parking.
- g. No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Unit or the Common Area, except for emergency repairs,

and then only to the extent necessary to enable movement thereof to a proper repair facility.

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

i. No motor vehicle shall be parked in such a manner as to inhibit or block access to a Unit, driveway, carport, entrance, exit or parking area.

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

k. Notice of any alleged parking violations shall be posted on the vehicle. Except in the case of an emergency, the notice shall provide the vehicle owner with the right to a hearing with the Management Committee or Manager. Vehicles parked in violation of this Declaration or parking Rules and Regulations adopted by the Committee may, after notice and the opportunity to be heard, be impounded, towed and stored, at the Owner's sole expense. The Association, Committee and members of the Committee shall be indemnified and held harmless from any loss, damage or claim caused by or arising out of the impounding, towing or storing of a motor vehicle pursuant hereto.

(12) Aerials, Antenna, and Satellite Systems. No aerials or antennas shall be erected, maintained or used in, on or about any unit, the common areas, outdoors and above ground, whether attached to a building, structure, exterior of a Unit or otherwise, within the project without prior written consent of the Management Committee. Satellite systems (hereinafter "Satellite Dish"), shall be no larger than 1 Meter in diameter. Prior to installing a Satellite Dish, the resident must request written approval from the Association Board. It must be installed in one of two locations only: 1) Attached to the inside of the patio/balcony railing with the dish not extending past the outside plane of the railing. It may not be placed on the building itself. 2) Stairway roof, to the far left or right side of the roof, not to block the view from top bedroom windows. All wires are to be professionally installed in such a way as to be concealed or hidden. The board has the authority to remove any dish or wiring that has not been installed properly or with the Board's permission.

(13) Window Coverings. No-aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the exterior windows of any residential structured on a Unit. Sun shades are allowed.

(14) Windows. All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

(15) Pets. Unless written approval is received from the Management Committee, one (1) domestic pet per Unit is allowed, provided the resident abides by any pet rules and regulations, if any, adopted by the Committee from time to time. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Dangerous pets or pets which constitute a nuisance (e.g. unreasonable barking, whining or scratching) will not be tolerated within the Community. Owners and Residents shall clean up after their pets in the Common Area and pets in the Common Area shall be kept on a leash at all times.

(16) Insurance. Nothing shall be done or kept in, on or about any Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.

(17) Laws. Nothing shall be done or kept in, on or about any Unit or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(18) Damage or Waste. No damage to, or waste of, the Common Areas or Limited common Areas or shall be committed by any Owner or Resident, their guests or invitees; and each Owner and Resident shall indemnify and hold the Management Committee and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, their guests or invitees.

(19) Structural Alterations. Except in the case of an emergency repair, no structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

7. 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 the Project Documents. Said lease shall further provide that any failure by the Resident 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 leases and binding upon the Owner and Resident by virtue of their inclusion in this Declaration. No Owner shall be permitted to lease his Unit for transient, hotel, seasonal, rental pool or corporate/executive use purposes. The initial term of all leases or rental agreements shall be at least one (1) year. Daily or weekly rentals are prohibited. The leasing or renting of individual rooms to separate persons or less than an entire Unit is also prohibited. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Resident with the Project Documents. Other than as stated in this Sections, there is no

restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

8. Easement – Support, Maintenance and Repair. There is hereby RESERVED and the Association is hereby GRANTED a non-exclusive easement over, across, through, above and under the Units and the Common Area for the operation, maintenance and regulation of the Common Area and Facilities.

9. Liability of Owners and Residents For Damages. Each Owner or Resident shall be liable to the Association, or other Owners or Residents for damages to person or property in the Community caused by his negligence.

10. Encroachments. If any portion of Common Area, Limited Common Area, or a Unit encroaches or comes to encroach upon other Common Area, Limited Common Area, or a Unit as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachments is created hereby and shall exist so long as such encroachment exists.

11. Management Committee. The Association shall be managed by a Management Committee subject to the following:

a) Members. The Management Committee shall be comprised of five (5) Association Members who shall be duly qualified and elected.

b) Composition of Committee. At the annual meeting, the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.

c) Voting Restrictions. The following additional restrictions apply to voting on Association issues, including but not limited to the election of Committee Members:

(1) Subject To Assessment. No vote shall be cast or counted for any Unit not subject to assessment.

(2) Multiple Owners. When more than one person or entity holds such interest in a Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Unit shall be suspended in the event more than one person or entity seeks to exercise it.

(3) Leased Unit. Any Owner of a Unit which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three days prior to any meeting.

d) Terms. At each annual Owners meeting, any vacant seat on the Board shall be filled with a member elected for a two (2) year term.

e) Qualify. To qualify, a Member of the Committee must be an individual Owner, or the legal representative of an organizational Owner in good standing.

f) Vacancies. Any vacant seat on the Committee shall be filled with a an Association Member duly elected or appointed.

g) Meetings. The Committee shall meet at least one (1) time every calendar month.

h) Dismissal. Any Committee member who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In such cases, the remaining Committee Members shall elect a replacement to sit on the Committee until the next meeting of the Association.

i) Removal of Committee Member. Committee members may be removed at any time by the affirmative vote of a majority of the Members of the Association.

j) Replacement. Committee Members dismissed in the manner set forth in above or who resign, shall be replaced by an appointment of the remaining Members of the Committee. Committee Members removed by the affirmative majority vote of the Association shall be replaced by the Association.

k) Completion of Term. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor qualifies and is properly elected by the Association.

l) Compensation. Committee members shall receive for their services a \$50.00 a month credit toward their association fees as well as be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee. This compensation must always be in the form of a credit toward association fees and not ever paid in the form of cash or check from the operating account.

12. Committee Officers and Agents. The Committee shall perform its functions through those Members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed, with or without cause, by the vote of a majority of the Committee members. Provided, however, if a Member of the

Committee is removed as an officer, he shall continue to be Member of the Committee. One Member may hold more than one office except that of President and Secretary. The officers of the Committee, and their respective powers and functions, shall be as follows:

- a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. The President shall preside over all meetings of both the Committee and the Association. The President shall execute all instruments on behalf of the Committee, unless he chooses to delegate that authority to another Committee member.
- b) Vice-President. The Vice-President shall have all the powers of the President in the event of the latter's absence or inability to act.
- c) Secretary. The Secretary shall keep the minutes of meetings of the Committee and the Association. The Secretary shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.
- d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of Project operation. The offices of Secretary and Treasurer may be held by the same Committee member.

13. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting or at such other time as the members of the Committee may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may determine, but no less than one time per calendar month. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two (2) members of the Committee. Written notice of all special meetings shall be delivered to each Committee Member at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all Committee Members may not be challenged on the grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the Committee Members then in office.

14. Status and General Authority of Committee. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs (2) through (j) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- a) To Enter. The power and authority to enter into or upon any Unit to make repairs and to do other work necessary for the proper maintenance and operation of the Project. Except in the case of an emergency, Residents shall be given at least twenty-four (24) hours prior notice.
- b) Grant Easements. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.
- c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
- d) Standing. The power to sue and be sued.
- e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- f) Transfer Interests in Real Property. The power and authority to exchange, lease, convey or transfer any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Association members.
- g) To Purchase. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Association Members.
- h) To Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as it has been approved by at least seventy five (75%) of the Association Members.
- i) Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the Act and this Declaration.
- j) Meetings. The authority to establish procedures for the conduct of its meetings, including but not limited to the power to decide what portion of the meeting shall be open or closed to Owners or Residents not on the Committee, to

retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video or audio) of Committee meetings.

k) Delegation of Authority. The power and authority to delegate its responsibilities over the management and control of the Common Areas and regulation of the Project to a professional manager, reserving the right, power and authority, however, to control and oversee the administration thereof.

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

15. Professional Management. Unless approval for self management is obtained from at least seventy five percent (75%) of the Members of the Association, the Committee shall delegate and carry out through a professional manager, professional management company or experienced on site manager those of its functions which may be delegated subject to the following:

a) The individual or entity so engaged shall be an independent contractor and not an employee of the Association;

b) All management contracts shall be in writing, shall not be for a term in excess of one (1) year, and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may elect to terminate the contract upon at least thirty (30) days prior written notice to the other party thereto.

c) The Manager shall be responsible for operating and managing the Project, subject to the direction and guidance of the Committee, and for the benefit of the Owners.

d) The Association may also employ maintenance and clerical personnel as necessary to properly operate, maintain and regulate the Project.

16. Owners Meetings. The Association Members shall meet as follows:

a) Annual Meeting. The annual meeting of the Owners shall be held at 7:00 o'clock p.m. on the second Tuesday in October of each year, unless otherwise determined by the Management Committee. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at the clubhouse unless otherwise specified in the notice of meeting. At least ten (10) but no more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an

Owner, at his last known address. The notice shall state the time, place, and general purpose of the meeting.

b) Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Unit Owners who collectively hold at least thirty (30%) of the total vote. Such meeting shall be held at such place as the Management Committee may specify and the notice thereof shall state the date, time, and matters to be considered.

c) Waiver of Notice. No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all of the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice.

d) Quorum. The presence of a majority of the undivided ownership interest in the Project entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting.

(1) Quorum Not Present. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days, after the time set for the original meeting.

(2) Quorum at Rescheduled Meeting. The presence of at least twenty five percent (25%) of the members of the Association entitled to vote shall constitute a quorum at the rescheduled meeting.

(3) Percentage Approval Requirement. Anything to the contrary notwithstanding, in any instance in which the Act or this Declaration requires the affirmative vote of a certain percentage of Ownership interest for authorization or approval of a matter, their consent, in person by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

17. Lists of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up-to-date records showing:

- a) the name of each person who is an Owner, the address of such person, and the Unit which is owned by him or her;
- b) the name and address of each Resident;
- c) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity; and

d) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity.

In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with written evidence verifying that the transfer has occurred, that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah, and that the transferee has received a copy of the Declaration and By-Laws then in force.

The Committee may for all purposes act and rely on the information concerning Unit ownership in its records or, at its option, the records of the county recorder.

The address of any Owner shall be deemed to be the address of the unit owned by such person unless the Committee is otherwise advised in writing.

18. Capital Improvements. All expenses for capital improvements shall be governed by and subject to the following conditions, limitations and restrictions:

a) Committee Discretion/Expenditure Limit. Any capital improvement to the Project for which sufficient funds are already on deposit in the reserve account or which costs ten percent (10%) or less of the Total Annual Budget, and does not alter the nature of the Project, may be authorized by the Management Committee alone (the "Capital Improvement Ceiling").

b) Homeowner Approval/Expenditure Limit. Any capital improvement, the cost of which will exceed the Capital Improvement Ceiling (unless sufficient funds are already on deposit in the reserve account), must, prior to the commencement of construction, be authorized by at least a majority of the percentage of undivided ownership interest in the Common Area.

c) Homeowner Approval/Changing the Nature of the Project. Any capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven (67%) percent of the undivided ownership interest in the Common Areas.

19. Operation, maintenance and Alterations. Each Unit, the Limited Common Area and the Common Area shall be maintained, repaired and replaced in accordance with the following covenants, conditions and restrictions:

a) Clean & Attractive Condition. The Units, Limited Common Area and Common Area shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Community Standards.

b) Neglect. If the Committee determines that any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or that the need for maintenance, repair, or replacement of the Common Area is caused through the willful or negligent act of any Owner, his family, guests, lessees, or invitees, and it is not covered or paid by insurance, in whole or in part, then the Association may, but is not obligated to, provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

(1) Assessment/Lien. Such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against his Unit, as provided below.

(2) Notice of Intent to Repair. Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days.

(3) Emergency Situation. If the Committee determines that an emergency exists, then notice and the opportunity to cure the default is not necessary.

(4) Optional Repairs. The Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

(5) Right of Entry. The Association or its agents or employees shall have a right to entry upon or into any Unit or Limited Common Area as necessary to perform such work and shall not be liable for trespass for such entry or work.

c) Alterations to the Common Area. No Owner or Resident may make any structural alterations to the Common Area (including the Limited Common Area) without the prior written consent of the Committee.

d) Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards. Specific written guidelines, standards, controls, and restrictions on landscaping may be adopted or amended by the Committee from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced. All lawn areas shall be neatly mowed and trees, shrubs and bushes shall be neatly trimmed. In a word, all landscaping shall be

tasteful, so as not to affect adversely the value or use of any other Unit, or to detract from the uniform design and appearance of the Project.

e) Area of Common Responsibility. The Association shall maintain, repair and replace all of the Area of Common Responsibility which shall include but is not limited to the clubhouse, swimming pool, tennis court, recreational amenities, playground and water retention area, common landscaping and green space, common sprinkler system, the entrance to and exit from the Project, all private roads and roadways, and the stacked Unit foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of the Building, and any Common Area item not included in the Area of Personal Responsibility. The Association shall repair and replace all Limited Common Area improvements.

f) Area of Personal Responsibility. Each Owner shall maintain, repair and replace his Unit and Limited Common Area which shall include but is not limited to all individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows, door, patios, balconies and decks. Each Unit Owner shall be responsible for keeping his Limited Common Area clean, attractive, tidy, uncluttered, safe, sanitary and functional so as not to detract from the uniform appearance or design of the Project and in a manner consistent with Community Standards.

20. Common Area Expenses. Each Owner shall pay his Common Area Assessments subject to and in accordance with the procedures set forth below.

a) Purpose of Common Area Expenses. The Common Area Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, and regulating the Community, all as may be more specifically authorized from time to time by the Committee.

b) Creation of Common Area Assessments. Since the Common Area Assessments shall pay for the common expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Common Area Assessments assessed by the Committee.

c) Budget. At least thirty (30) days prior to the Annual Homeowners Meeting, the Management Committee shall prepare and deliver to the Owners a proposed Budget which:

(1) Itemization. Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.

(2) Basis. Shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and regulation of the Association, which estimate shall include but is not limited to expenses of management, grounds maintenance, taxes and special assessments, premiums for all insurance which the Committee is required or permitted to maintain, common lighting and heating, water charges, trash collection, sewer service charges, carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration. Until the Project is completed, and all Phases are added, this estimate may need to be adjusted periodically as each new Phase is completed.

d) Apportionment. The common profits of the Project shall be distributed among and the common expenses shall be charged to the Unit Owners according to their respective percentage of or fractional undivided interest in the Common Area.

e) Approval of Budget and Assessments. The proposed Budget and the Common Area Assessments shall become effective unless disapproved at the Annual Meetings by a vote of at least a majority of the percentage of ownership interest in the Common Areas. Notwithstanding the foregoing, however, if the membership disapproves the proposed budget and Common Area Assessments or the Management Committee fails for any reason to establish the Budget and Common Area Assessments for the succeeding year, then and until such time as a new budget and new Common Area Assessment schedule shall have been established, the Budget and the Common Area Assessments in affect for the then current year shall continue for the succeeding year.

f) Payment of Common Area Assessments. The Management Committee has the sole authority and discretion to determine how and when the annual Common Area Assessments are paid.

g) Personal Obligation of Owner. Owners are liable to pay all Common Area Assessments assessed and Additional Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Unit pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Common Area Assessments which accrued prior to the acquisition of

title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both the legal and equitable interest in any Unit; (2) the owner of record in the offices of the County Recorder of Salt Lake County, Utah; and (3) both the Buyer and Seller under any executory sales contract or other similar instrument.

h) Equitable Changes. If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments, but, without the prior approval of a majority of the percentage of ownership interest in the Common Area, not greater than fifteen (15%) percent of the Common Area Assessment in any calendar year. Owners shall be given at least thirty (30) days written notice of any changes.

i) Dates and Manner of Payments. The dates and manner of payment shall be determined by the Committee.

j) Reserve Account. The Committee shall establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements. The reserve account shall be funded out of regular Common Area Assessments and the contributions from the Working Capital Fund.

k) Capital Improvement Table. The Committee shall establish and update at least annually a Capital Improvement Table which shall list each major capital improvement in the Project (e.g. roofs, roads, clubhouse, swimming pool, tennis court, playground and water retention area, recreational amenities, etc.), each item's expected useful life, the present cost of replacement, the estimated cost to replace the item at the end of its useful life, the percentage and amount of the Common Area Assessment currently set aside in the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

l) Acceleration. Common Area Assessments shall be paid in the manner and on dates fixed by the Committee who may, at its option and in its sole discretion, elect to accelerate the entire annual Common Area Assessment for delinquent owners. If, however, the Common Area Assessment is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the committee, at its option and in its sole discretion, may elect to de-accelerate the obligation.

m) Statement of Common Area Assessments Due. Upon written request, the Committee shall furnish to any Owner a statement of Common Area Assessments due, if any, on his Unit. Failure to provide the certificate within ten (10) days after a written request, shall be deemed conclusive evidence that all Common Area Assessments are paid current. The Association may require the advance payment of a processing charge not to exceed \$15.00 for the issuance of such certificates.

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

o) Termination of Right to Use Amenities for Non-Payment. At the discretion of the Committee, the right to use any amenities in the Project, including but not limited to the clubhouse, swimming pool, tennis court, recreational amenities, and playground and water retention area may be terminated if the Owner is in arrears on his obligation to pay Common Area Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

p) Suspension of Right to Vote for Non-Payment. At the discretion of the Committee, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of his Common Area Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

21. Special Assessments. The Association may levy special assessments in any year, subject to the following:

a) Committee Based Assessment. So long as the special assessment does not exceed the sum of Five Hundred and 00/100s Dollars (\$500.00) (the "Special Assessment Limit") per Unit in any one fiscal year, the Committee may impose the special assessment without any additional approval.

b) Association Approval. Any special assessment which would exceed the Special Assessment Limit shall be effective only if approved by a majority of the members of the Association. The Committee in its discretion may allow any special assessment to be paid in installments.

22. Specific Assessments. If the Unit Owners have the choice to accept or reject the benefit, and it is not a regular maintenance item, the Management Committee may as, in its discretion, it shall deem necessary or appropriate, subject to the following:

(1) Benefit only To Specific Unit. If the expense benefits less than all of the Units, then those Units benefitted may be specifically assessed, and the specific assessment shall be equitably apportioned among those Units according to the benefit received.

(2) Unequal or Disproportionate Benefit. If the expense benefits all Units, but does not provide an equal benefit to all Units, then all Units shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Units according to the benefit received.

Failure of the Committee to exercise its authority under this Section shall not be grounds for any action against the Association or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section.

23. Individual Assessments. Individual Assessments may be levied by the Management Committee against a Unit and its Owner to reimburse the Association for:

- a) service fees and administrative costs incurred in enforcing the Project Documents;
- b) costs associated with the maintenance, repair or replacement of Common Area for which the Unit Owner is responsible;
- c) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the Project Documents; and
- d) attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

24. Collection of Common Area Assessments. Since it is important that all Owners pay their Common Area Assessments in a timely manner, the Assessments shall be collected as follows:

a) Delinquent Assessments. Any Common Area Assessments which are not paid when due are delinquent and a lien to secure the obligation shall attaché to the Unit automatically, regardless of whether a notice is recorded.

b) Late Assessments and Accruing Interest. Any Common Area Assessments delinquent for a period of more than ten (10) days shall incur a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the delinquent amount, whichever is greater.

Simple interest at the rate of One and ½ percent (1.5%) per month shall accrue on all delinquent accounts. The Committee may, in its sole discretion, waive late fees and accruing interest but is not required to do so.

c) Notice of Delinquency. The Association shall give a written notice of delinquency to any Owner who has not paid his Common Area Assessments in a timely manner and the opportunity to cure the default.

d) Notice of Lien. If the Common Area Assessments are not paid in a timely manner, and no satisfactory arrangements have been made to pay the debt, a notice of lien evidencing the unpaid amounts, accruing Assessments, and any other

Additional Charges permitted by law should be files in the office of the County Recorder. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. It may be executed by the Association's attorney, manager, any Committee Member, or other designated agent.

e) Foreclosure of Lien and/or Collection Action. If the Common Area Assessments remain unpaid, the Association may, as determined by the Committee, institute suit to collect the amounts due and/or to foreclose the lien.

f) Personal Obligation. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

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

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

i) Application of Payments. All payments shall be applied as follows: Additional Charges, Delinquent Common Area Assessments and Current Common Area Assessments.

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

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

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

25. Liability of Management Committee. The Association shall indemnify every officer and member of the Committee against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Committee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Committee) to which he or she may be a party by reason of being or having been an officer or member of the Committee. The officers and members of the Committee shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and members of the Committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or members of the Committee may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and member of the Committee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Committee, or former officer or member of the Committee, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available.

26. Insurance. The Management Committee shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, insurance on the Common Areas satisfying at least the following requirements:

a) Property Insurance. Blanket property insurance using the standard "Special" or "all-Risk" building form. Loss adjustment shall be based upon replacement cost. For purposes of this sub-section, the term "casualty insurance" shall not mean or

refer to "earthquake" or other special risks not included in the standard condominium casualty policy. This additional coverage may be added by the Committee as it deems necessary in its best judgment and in its sole discretion.

b) Flood Insurance. If the property is or comes to be situated in an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), or any successor program, a policy of flood insurance shall be maintained covering the property in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under NFIP for Insurable Property within a designated flood hazard area; or (2) one hundred percent (100%) of current replacement cost of the Insurable Property. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

c) Liability Insurance. Liability insurance with adequate limits of liability for bodily injury and property damage. If possible, the policy should be written on the comprehensive form and shall include not-owned and hired automobile liability protection.

d) Director's and Officer's Insurance. Adequate director's and officer's liability insurance (a.k.a. Error and Omissions or E & O insurance).

e) Fidelity Bond. A separate fidelity bond in a reasonable amount to be determined by the Management Committee to cover all non-compensated officers as well as all employees for theft of Association funds, subject to the following:

(1) Agents. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association.

(2) Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon the Committee's best business judgment, but shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Committee, the Association, or the management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Units, plus reserve funds.

(3) Quality of Coverage. The bonds required shall meet the following additional requirements:

a. they shall name the Committee, the Owners Association, and the Property Manager as obligee;

b. if the insurance contract or bond excludes coverage for damages caused by persons serving without compensation, and may use that exclusion as a defense or reason not to pay a claim, the insurance company shall, if possible, be required to waive that exclusion or defense;

c. the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or the Association as part of the Common Expenses; and

d. the bonds shall provide that they may not be canceled or substantially modified, including cancellation for nonpayment of premium, without at least ten days' prior written notice to the Committee and the Association, to any insurance Trustee, and to each service of loans on behalf of any Mortgagee, the VA, FHA and FNMA.

f) Earthquake Insurance shall not be required unless requested by at least Seventy five percent (75%) of the Members of the Association.

g) Miscellaneous Items. The following provisions shall apply to all insurance coverage:

(1) The Insured. The name of the insured under each policy required to be maintained hereby shall be set forth therein substantially as follows: "Association of Unit Owners of the Jefferson Place, a Condominium Project, for the use and benefit of the individual Owners."

(2) Designated Representative. The Association may designate an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners.

(3) Beneficiary. In any policy covering the entire Project, each Owner and his Mortgagee, if any, shall be beneficiaries of the policy in an amount equal to the Owner's percentage of undivided ownership interest in the Common Areas and Facilities.

(4) Certificate of Insurance. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

(5) Mortgage Provisions. Each policy shall contain a standard mortgage clause or its equivalent and shall provide that the policy may not be canceled or substantially modified without at least ten (10) days prior written notice to the Association and to each Mortgagee.

(6) Waiver of Subrogation. Each policy shall contain a waiver of the right of a subrogation against Owners individually;

(7) Individual Neglect. Each policy shall contain a provision that the insurance is not prejudiced by any act or neglect of any individual Owner; and

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

(9) Individual Insurance. No Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgages, may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(10) Primary Coverage. Anything to the contrary notwithstanding, the insurance coverage of an Owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.

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

(12) Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages. Any excess proceeds shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

(13) Special Endorsements. Each policy shall also contain or provide those endorsements commonly purchased by other Condominium Homeowners Associations in Salt Lake County, Utah.

(14) Quality of Insurance Carrier. Each insurance policy required hereby shall be written by an insurance carrier licensed to transact

business in the State of Utah and who has the highest rating by Best's Key Rating Guide.

(15) Restrictions on Policies. No such insurance policy shall be maintained where:

a. Individual Assessments Prohibited. Under the term of the carrier's charter, By-Laws, or policy, contributions may be required from, or assessments may be made against, an Owner, a borrower, a Mortgagee, the Management Committee, the Association, FNMA, or the designee of FNMA.

b. Payments Contingent. By the terms of the Declaration, By-Laws, or policy, payments are contingent upon action by the carrier's board of directors, policyholder, or member; or

c. Mortgagee Limitation Provisions. The policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, an Owner, FNMA, or the borrowers) from collecting insurance proceeds.

(16) Intent. The foregoing provisions shall not be construed to limit the power or authority of the Association, Committee or Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

27. Destruction, Condemnation, and Obsolescence. The following provisions shall apply with respect to the destruction, condemnation, or obsolescence of the Project.

a) Definitions. Each of the following terms shall have the meaning indicated:

(1) "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) or more of the estimated restored value of the Project.

(2) "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(3) "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the

estimated cost of restoration over the funds available is Twenty five (25%) percent or more of the estimated restored value of the Project.

(4) “Partial Condemnation” shall mean any other such taken by eminent domain or grant or conveyance in lieu thereof.

(5) “Substantial Obsolescence” shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of the estimated cost of restoration over the funds available is Twenty five percent (25%) percent or more of the estimated restored value of the Project.

(6) “Partial Obsolescence” shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(7) “Restored Value” shall mean the fair market value of the Project after Restoration as determined by an MAI or other qualified appraisal.

(8) “Estimated Cost of Restoration” shall mean the estimated costs of restoring the Project to its former condition.

(9) “Available Funds” shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee for the condemnation or taking of the Unit in which they are interested.

b) Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

c) Restoration of the Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent of the Project’s undivided Ownership interest and is further consented to by Eligible Mortgagees holding Mortgages

on Units which have appurtenant at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

d) Notices of Destruction or Obsolescence. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destructions, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration.

e) Excess Insurance. In the event insurance proceeds condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

f) Inadequate Insurance. If the cost of Restoration exceeds Available Funds, the Management Committee may elect to make a special assessment in accordance with Article III, Section 21 above to pay for the deficiency.

g) Reallocation in Event of Partial Restoration. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided Ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units.

h) Sale of Project. Unless Restoration is accomplished as set forth above, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium Ownership under this Declaration and the Survey map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

i) Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or

in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities.

j) Settlement Proceeds. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Owners and their mortgages as their interests may appear.

k) Restoration Power. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Unit therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided.

l) Right of Entry. Such authority shall include the right and power to enter into any contracts, deeds or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

28. Consent in Lieu of Vote. In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners who collectively hold the required percentages, subject to the following conditions:

a) Ninety-Day Limit. All necessary consents must be obtained prior to the expiration of ninety (90) days from the time the first written consent is obtained; and

b) Change In Ownership. Any change in Ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

29. Mortgagee Protection. The lien or claim against a Unit for unpaid Common Area Assessments levied by the Management Committee or by the Association pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such Common Area Assessments become due, subject to the following:

a) Effects of Voluntary and Involuntary Sale. The lien or claim against a Unit for such unpaid Common Area Assessments shall be affected by any sale or transfer of such Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish any debt payable prior to such sale or transfer. Nevertheless, any such unpaid Common Area Assessments which are extinguished in accordance with the foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit the lien of any Common Area Assessments becoming due thereafter.

b) Books and Records Available for Inspection. The Committee or the Association shall make available to the Owners, to Mortgagees, and lenders, and to holders, insurers, or guarantors of any Mortgage current copies of the Declaration, By-Laws, and administrative rules and regulations concerning the Project, as well as the books, records, and financial statements of the Committee and the Association. The term "Available," as used in the Paragraph, shall mean available for reasonable inspection upon request during normal business hours or under other reasonable circumstances. The Association shall have the right to recover its photocopying and service charges incurred in making the inspection and photocopying available.

c) Right to Financial Statement. The holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to a financial statement requested for the immediately preceding fiscal year. Any financial statement requested pursuant hereto shall be furnished to the requesting party within a reasonable time following such request.

d) Management Contracts. Any agreement for professional management of the Project, and any contract for goods or services, or any lease which is entered into by the Management Committee shall provide, or be deemed to provide hereby, that:

(1) either party may terminate the contract with cause upon at least thirty (30) days prior written notice to the other party; and

(2) No contract may be for an initial term greater than one (1) year.

e) Eligible Mortgagee Designation. Upon written request to the Committee or the Association by the holder, insurer or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the property encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder insurer, or guarantor shall be deemed thereafter to be an "Eligible Mortgagee" or "Eligible Insurer" or "Eligible Guarantor," as the case may be, shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(1) Condemnation Loss or Award. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Insurer or Guarantor.

(2) Delinquency. Any delinquency in the payment of Common Area Assessments owed by an Owner of a Unit subject to a Mortgage held,

insured or guaranteed by such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of sixty days.

(3) Lapse of Insurance. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(4) Consent Required. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees.

30. Amendment. The affirmative vote of at least sixty seven percent (67%) of the undivided ownership interest in the Common Areas shall be required and shall be sufficient to amend the Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

The foregoing right of amendment shall, however, be subject to the following:

a) Consent of Eligible Mortgagee. The consent of Eligible Mortgagees holding at least sixty seven percent (67%) of the undivided ownership interest in the Common Areas and shall be required to any amendment which would terminate the legal status of the Project; and the consent of Eligible Mortgagees holding at least fifty-one (51%) percent of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any of the following:

- (1) voting;
- (2) assessments, assessment liens, or subordination of liens;
- (3) reserves for maintenance, repair, and replacement of the Common Areas;
- (4) insurance or fidelity bonds;
- (5) limitations and restrictions on the right to use of the Common Areas;
- (6) responsibility for maintenance and repair of the several portions of the Project;

- (7) expansion or contraction of the Project or the addition, annexation or withdrawal of property to or from the Project;
- (8) the boundaries of any Unit;
- (9) the percentages of Ownership interest in the Common Areas;
- (10) the conversion of Units into Common Areas, or vice versa, the conversion of Common Areas into Limited Common Area, or vice versa;
- (11) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and
- (12) the requirement that the Project be professionally managed rather than self managed.

Any addition or amendment shall not be considered material for purposes of this section if it is for the clarification only or to correct a clerical error.

Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Survey Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association.

Except for the Secretary of Veterans Affairs, any Eligible Mortgagee who does not deliver to the Management Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal.

The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Survey Map or the termination of the legal status of the Project as a condominium if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

31. Notice and Hearing. In the event of a claimed violation of the Act, Declaration, By-Laws or administrative rules and regulations as they may be adopted by the Committee from time to time governing the Project, an Owner or Resident shall be entitled to the following:

a) Notice. Written notice specifying the nature of the alleged violation (providing any other appropriate information) and stating the time, date, and place at which the Owner or Resident will have an opportunity to be heard by the

Committee. Written notice shall be given at least fifteen (15) days prior to and no longer than thirty (30) days before the date set for the hearing. The notice may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited with the U.S. Postal Service, regular mail, postage prepaid, addressed to the Owner or Resident at the address given by the member to the Committee for the purpose of service of notice, or to the address of the Owner's or Resident's Unit if no other address has been provided. The address of an Owner or Resident for purposes of notice may be changed from time to time by delivery of written notice to the Committee.

b) Costs & Assessments. If the violation, or the failure to correct or remedy a violation, results or may result in the expenditure of funds, the notice shall also state that the Management Committee may vote to assess the adverse party, or impose other sanctions if the Committee finds that a violation has occurred.

c) Final Determination. After the hearing has taken place, the Committee shall determine whether a violation has occurred and, if so, the Committee may: (1) levy an Assessment or impose conditions which shall become effective not less than five (5) days after the date of the hearing; or (2) take such other action as it may deem appropriate.

The determination of the Committee shall be final.

Nothing herein shall be construed to prevent the Committee from making any emergency repairs or taking any other emergency action it deems necessary and subsequently providing notice to an Owner or Resident and the opportunity to be heard.

32. Percentage of Ownership Interest. Percentage of ownership interest shall be based upon Par Value. Common expenses, common profits and voting rights shall be distributed among the unit owners based upon their percentages of ownership interest in the Common Area as set forth on Revised Exhibit "A" attached hereto and incorporated herein by this reference, as it may be amended from time to time due to expansion of the Project.

33. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

34. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case

may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

35. Enforcement and Right to Recover Attorney's Assessments. Should the Association or Committee be required to take action to enforce the Declaration, By-Laws or any administrative rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including actual attorney's fee, which may arise or accrue.

36. Mechanics Liens. Mechanics liens shall be filed in the office of the County Recorder of Utah County as follows:

a) Association Goods or Services. Mechanics liens for labor, materials or supplies purchased by the Association shall be filed against ALL UNITS in the Project and their appurtenant interest in the Common Area, and shall be indexed in the public records under the name of the Association and Community. If the Association has encumbered the Common Areas and thereafter defaults on its obligations, the lienholder must exercise its rights against the Common Areas before it may proceed against any particular Unit. Any Owner wishing to release that lien as to his Unit may pay the pro rata share of the total amount of the lien and that shall be sufficient to release the lien against his Unit.

b) Unit Good or Services. Mechanics liens filed for labor, materials or supplies benefitting a particular Unit shall be filed against that Unit and its appurtenant interest in the Common Area.

c) Constructive Consent. Any person or entity who elects to perform labor or provide materials at this Project agrees to be bound by and subject to the terms of this Section.

37. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act and the office. The office the Registered Agent is at the clubhouse, 9400 South 700 West, Sandy, Utah 84070.

38. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

This Seventh Amendment: The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Jefferson Place, a Condominium Project, was executed the day and year first above written pursuant to the necessary approval of the owners.

JEFFERSON PLACE HOMEOWNERS ASSOCIATION

BY: Jess Campbell
TITLE: President

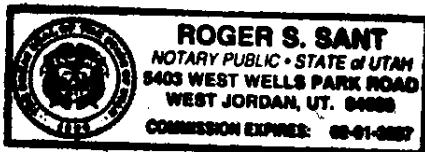
JEFFERSON PLACE HOMEOWNERS ASSOCIATION

BY: Wendy Mestas
TITLE: Secretary

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

On the 2 day of Oct, 2003 personally appeared before me Jess Campbell and Wendy Mestas, who by me being duly sworn, did say that they are the President and Secretary of the JEFFERSON PLACE CONDOMINIUM HOMEOWNERS ASSOCIATION and members of the Management Committee, and that the within and foregoing instrument was signed in behalf of said ASSOCIATION and Management Committee by authority of a duly approved vote of its membership, and acknowledged to me that said Association executed the same.

[Signature]
NOTARY PUBLIC
Residing At: 5403 West Wells Park Rd
West Jordan, UT.



REVISED EXHIBIT "A"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

<u>BLDG. #</u>	<u>UNIT #</u>	<u>(Sq. Footage)</u>	<u>VALUE</u>	<u>OWNERSHIP INTEREST</u>
<u>PHASE I</u>				
ONE	A	921	97	0.5338%
	B	921	97	0.5338%
	C	921	97	0.5338%
	D	921	97	0.5338%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%
TWO	A	921	97	0.5338%
	B	921	97	0.5338%
	C	921	97	0.5338%
	D	921	97	0.5338%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%
THREE	A	921	97	0.5338%
	B	921	97	0.5338%
	C	921	97	0.5338%
	D	921	97	0.5338%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%
FOUR	A	921	97	0.5338%
	B	921	97	0.5338%
	C	921	97	0.5338%
	D	921	97	0.5338%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%

<u>BLDG. #</u>	<u>UNIT #</u>	<u>SIZE (Sq. Footage)</u>	<u>PAR VALUE</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
FIVE	A	921	97	0.5338%
	B	921	97	0.5338%
	C	1320	119	0.6549%
	D	1320	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%

PHASE II

SIX	A	921	97	0.5338%
	B	921	97	0.5338%
	C	1320	119	0.6549%
	D	1320	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	1320	119	0.6549%
	H	1320	119	0.6549%

SEVEN	A	921	97	0.5338%
	B	921	97	0.5338%
	C	1320	119	0.6549%
	D	1320	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	1320	119	0.6549%
	H	1320	119	0.6549%

PHASE IV

EIGHT	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1026	97	0.5338%
	D	1026	97	0.5338%
	E	1026	97	0.5338%
	F	1026	97	0.5338%
	G	1026	97	0.5338%
	H	1026	97	0.5338%

<u>BLDG. #</u>	<u>UNIT #</u>	<u>SIZE</u> <u>(Sq. Footage)</u>	<u>PAR</u> <u>VALUE</u>	<u>PERCENTAGE OF</u> <u>OWNERSHIP INTEREST</u>
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PHASE V

NINE	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1406	119	0.6549%
	D	1406	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	1406	119	0.6549%
	H	1406	119	0.6549%

PHASE VI

TEN	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1026	97	0.5338%
	D	1026	97	0.5338%
	E	1026	97	0.5338%
	F	1026	97	0.5338%
	G	1026	97	0.5338%
	H	1026	97	0.5338%

PHASE VII

ELEVEN	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1406	119	0.6549%
	D	1406	119	0.6549%
	E	1026	97	0.5338%
	F	1026	97	0.5338%
	G	1406	119	0.6549%
	H	1406	119	0.6549%

<u>BLDG. #</u>	<u>UNIT #</u>	<u>SIZE</u> <u>(Sq. Footage)</u>	<u>PAR</u> <u>VALUE</u>	<u>PERCENTAGE OF</u> <u>OWNERSHIP INTEREST</u>
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PHASE VIII

TWELVE	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1406	97	0.5338%
	D	1406	97	0.5338%
	E	1026	97	0.5338%
	F	1026	97	0.5338%
	G	1406	97	0.5338%
	H	1406	97	0.5338%

PHASE III

FOURTEEN	A	921	97	0.5338%
	B	921	97	0.5338%
	C	921	97	0.5338%
	D	921	97	0.5338%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%

FIFTEEN	A	921	97	0.5338%
	B	921	97	0.5338%
	C	1320	119	0.6549%
	D	1320	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	1320	119	0.6549%
	H	1320	119	0.6549%

SIXTEEN	A	921	97	0.5338%
	B	921	97	0.5338%
	C	1320	119	0.6549%
	D	1320	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	1320	119	0.6549%
	H	1320	119	0.6549%

<u>BLDG. #</u>	<u>UNIT #</u>	<u>SIZE</u> <u>(Sq. Footage)</u>	<u>PAR</u> <u>VALUE</u>	<u>PERCENTAGE OF</u> <u>OWNERSHIP INTEREST</u>
SEVENTEEN	A	921	97	0.5338%
	B	921	97	0.5338%
	C	1320	119	0.6549%
	D	1320	119	0.6549%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	1320	119	0.6549%
	H	1320	119	0.6549%
EIGHTEEN	A	921	97	0.5338%
	B	921	97	0.5338%
	C	921	97	0.5338%
	D	921	97	0.5338%
	E	921	97	0.5338%
	F	921	97	0.5338%
	G	921	97	0.5338%
	H	921	97	0.5338%
<u>PHASE X</u>				
NINETEEN	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1406	119	0.6549%
	D	1406	119	0.6549%
	E	1026	97	0.5338%
	F	1026	97	0.5338%
	G	1406	119	0.6549%
	H	1406	119	0.6549%
<u>PHASE XIII</u>				
TWENTY	A	1026	97	0.5338%
	B	1026	97	0.5338%
	C	1406	119	0.6549%
	D	1406	119	0.6549%
	E	1026	97	0.5338%
	F	1026	97	0.5338%
	G	1406	119	0.6549%
	H	1406	119	0.6549%

<u>BLDG. #</u>	<u>UNIT #</u>	<u>SIZE</u> <u>(Sq. Footage)</u>	<u>PAR</u> <u>VALUE</u>	<u>PERCENTAGE OF</u> <u>OWNERSHIP INTEREST</u>
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PHASE XII

TWENTY-ONE

A	1026	97	0.5338%
B	1026	97	0.5338%
C	1406	119	0.6549%
D	1406	119	0.6549%
E	1026	97	0.5338%
F	1026	97	0.5338%
G	1406	119	0.6549%
H	1406	119	0.6549%

PHASE XI

TWENTY-TWO

A	1026	97	0.5338%
B	1026	97	0.5338%
C	1406	119	0.6549%
D	1406	119	0.6549%
E	1026	97	0.5338%
F	1026	97	0.5338%
G	1406	119	0.6549%
H	1406	119	0.6549%

PHASE IX

TWENTY-THREE

A	1026	97	0.5338%
B	1026	97	0.5338%
C	1406	119	0.6549%
D	1406	119	0.6549%
E	1026	97	0.5338%
F	1026	97	0.5338%
G	1406	119	0.6549%
H	1406	119	0.6549%

TOTAL:			100.000%
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**LEGAL DESCRIPTION OF PHASE 1
EXHIBIT "B-1"**

Beginning at a point S. 0°10'27" W. 1129.36' and East 17.29' from the East ¼ cor of Section 2 T.3; R.1.W. Salt Lake Base & Meridian; thence East 154.65; thence South 122.64'; thence East 114.76'; to the West toe-of-bank of the Galena Canal; thence along said toe-of-bank for the following two courses: 1) thence S 8°23'58" E. 63.40'; 2) thence S. 2°25'15" W. 149.91'; thence West 246.19'; thence N. 61°39'55" W. 102.82'; thence S. 45°17'04" W. 36.00'; thence N. 44°42'56" W. 60.31' to a point on a 735.00' radius curve to the left; thence along the arc of said curve 301.75' (the long chord bears N. 26°12'58" E. 299.64') to the Point of Beginning.

EXHIBIT "B-2"
LEGAL DESCRIPTION OF PHASE 2

BEGINNING AT THIS POINT N 0°10'27" E. ALONG THE SECTION LINE 1167.01 FEET AND EAST 44.45 FEET FROM THE SOUTHEAST CORNER OF SECTION 2; T J S., R. 1W., S.L.E. & M.; RUNNING THENCE EAST 104.39 FT.; THENCE E. 41°42'38" W. 247.87 FT.; THENCE N. 43°54'32" WEST 241.68 FT. TO A POINT ON A 735 FOOT RADIUS CURVE TO THE RIGHT; SAID POINT BEING ON THE EASTERLY R/W LINE OF 700 WEST STREET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE 104.09 FT. (THE LONG CHORD BEARS N. 42°01'39" E., 104.00 FT.); THENCE S. 44°42'56" E. 60.31 FT.; THENCE N. 45°17'04" E. 36.00 FT.; THENCE S. 61°39'55" E. 102.82 FT. TO THE POINT OF BEGINNING. CONTAINS 0.884 ACRES.

EXHIBIT "B-3"
LEGAL DESCRIPTION OF PHASE 3

Beginning at a point South $0^{\circ}10'27''$ West 873.97' and East 40.00" from the East quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base & Meridian; thence East 173.93' to the West Toe-Of-Bank of the Galena Canal; thence along said Toe-Of-Bank for the following two courses; (1) S $15^{\circ}57'46''$ E 121.50'; (2) Thence S $8^{\circ}23'58''$ E. 264.06'; Thence West 114.76'; thence North 122.64'; thence West 154.65' to the East side of 700 West Street; thence Northerly along the arc of a curve to the left having a radius of 735.00'; (long chord of said curve is N. $7^{\circ}18'57''$ E. 182.73') thence N $0^{\circ}10'27''$ E. 74.16' to the point of beginning

EXHIBIT "B-5"
LEGAL DESCRIPTION OF PHASE 5

Beginning at a point North $0^{\circ}10'27''$ East 1167.01 Feet and East 290.63 Feet and South $2^{\circ}25'15''$ West 90.75 Feet and South $33^{\circ}28'31''$ West 28.92 Feet from the Southeast corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian. Said point being on or near the westerly berm of the Galena Canal.

Thence S $33^{\circ}28'31''$ W. 122.12 Feet along said berm;

Thence S $52^{\circ}37'34''$ W. 21.96 Feet along said berm;

Thence N $49^{\circ}22'24''$ W. 76.89 Feet;

Thence N $41^{\circ}00'22''$ E. 9.12 Feet;

Thence N $51^{\circ}31'12''$ W. 22.30 Feet;

Thence N $86^{\circ}59'18''$ W 15.89 Feet;

Thence N $52^{\circ}02'55''$ W. 18.82 Feet;

Thence N $42^{\circ}01'11''$ E. 72.07 Feet;

Thence N $52^{\circ}30'23''$ E. 22.28 Feet;

Thence S $50^{\circ}41'56''$ E. 27.34 Feet;

Thence S $79^{\circ}38'05''$ E. 99.70 Feet to the Point of Beginning.

EXHIBIT "B-6"
LEGAL DESCRIPTION OF PHASE 6

Beginning at a point N 00°10'27" E. 1167.01 Feet and East, 290.63 Feet and S 02°25'15" W, 90.75 Feet and S 33°28'31" W, 151.04 and S 52°37'34" W, 21.96 Feet from the Southeast corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being on or near the westerly berm of the Galena Canal;
Thence S 52°37'34" W. 87.10 Feet along said berm;
Thence S 76°15'51" W. 38.42 Feet along said berm;
Thence N 23°00'18" W. 77.99 Feet;
Thence N 52°12'50" W. 31.32 Feet;
Thence N 41°21'31" E. 27.80 Feet;
Thence N 61°42'32" E. 30.82 Feet;
Thence N 39°57'45" E. 24.36 Feet;
Thence S 52°02'55" E. 18.82 Feet;
Thence S 86°59'18" E. 15.89 Feet;
Thence S 51°51'12" E. 22.30 Feet;
Thence S 41°00'22" W. 9.12 Feet;
Thence S 49°22'24" E. 76.89 Feet to the point of beginning.

Containing 12,255 SQ. FT. or 0.2813 acres, more or less

EXHIBIT "B-7"
LEGAL DESCRIPTION OF PHASE 7

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 290.63 FEET AND S 02°25'15" W, 90.75 FEET AND S 33°28'31" W, 151.04 AND S 52°37'34" W 109.18 FEET AND S 76°15'5" W, 38.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID POINT BEING ON OR NEAR THE WESTERLY BERM OF THE GALENA CANAL;

THENCE S 76°15'51" W, 82.7 FEET ALONG SAID BERM;
THENCE S 00°10'27" W, 52.30 FEET,
THENCE N 30°13'08" W, 82.51 FEET;
THENCE N 02°45'23" E, 77.81 FEET;
THENCE N 84°17'30" W, 80.09 FEET;
THENCE N 03°00'50" E, 23.82 FEET;
THENCE N 81°15'26" W, 16.48 FEET;
THENCE N 22°15'24" W, 21.77 FEET;
THENCE N 51°56'58" E, 28.65 FEET;
THENCE S 46°05'28" E, 44.67 FEET;
THENCE S 43°54'32" E, 101.57 FEET;
THENCE N 41°42'38" E, 19.50 FEET;
THENCE S 42°22'06" E, 41.43 FEET;
THENCE S 52°12'50" E, 31.32 FEET;
THENCE S 23°00'18" E, 77.99 FEET TO THE POINT OF BEGINNING

CONTAINING 19,405 SQ. FT. OR 0.4455 ACRES, MORE OR LESS.

EXHIBIT "B-8"
LEGAL DESCRIPTION OF PHASE 8

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 148.20 FEET AND S 41°42'38" W. 247.87 FEET AND N 43°54'32" W. 101.57 FEET AND S 45°05'28" W. 44.676 FEET AND S 51°56'58" W. 28.17 FEET FROM THE SOUTH-EAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE S 22°15'24" E. 21.77 FEET;
THENCE S 81°15'26" E. 16.48 FEET;
THENCE S 03°00'50" W. 23.82 FEET;
THENCE S 84°17'30" E. 80.09 FEET;
THENCE S 02°45'23" W. 77.81 FEET;
THENCE S 30°13'08" E. 20.97 FEET;
THENCE N 87°36'23" W. 104.18 FEET;
THENCE N 40°34'41" W. 76.39 FEET;
THENCE N 69°50'11" W. 43.59 FEET;
THENCE N 84°47'02" W. 19.66 FEET;
THENCE N 41°31'39" W. 75.57 FEET;
THENCE N 56°21'50" E. 64.77 FEET;
THENCE S 42°47'13" E. 34.93 FEET;
THENCE S 73°50'28" E. 13.56 FEET;
THENCE S 85°31'19" E. 48.94 FEET;
THENCE N 31°56'58" E. 1921 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,249 SQ. FT. OR 0.5108 ACRES, MORE OR LESS.

EXHIBIT "B-9"
LEGAL DESCRIPTION FOR PHASE 9

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 290.63 FEET AND S 02°25'15" W. 90.76 FEET AND S 33°28'31" W. 151.04 FEET AND S 52°37'34" W. 109.18 FEET AND S 76°15'51" W. 121.13 FEET AND S 00°10'27" W. 258.31 FEET AND S 89°53'45" W. 199.20 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 89°53'45" W. 122.24 FEET;
THENCE N 03°02'24" W. 169.28 FEET;
THENCE EAST 63.57 FEET;
THENCE S 80°08'16" E. 38.40 FEET;
THENCE S 04°05'56" W. 10.09 FEET;
THENCE S 30°04'41" E. 9.16 FEET;
THENCE S 70°49'40" E. 10.17 FEET;
THENCE N 89°37'05" E. 62.63 FEET;
THENCE N 69°37'50" E. 15.59 FEET;
THENCE N 40°46'28" E. 15.98 FEET;
THENCE N 08°07'59" E. 14.76 FEET;
THENCE N 08°07'59" W. 20.66 FEET;
THENCE N 35°15'28" W. 38.34 FEET;
THENCE N 39°59'48" W. 148.26 FEET;
THENCE S 84°47'02" E. 19.66 FEET;
THENCE S 69°50'11" E. 43.59 FEET;
THENCE S 40°34'41" E. 142.40 FEET;
THENCE S 01°35'30" E. 62.58 FEET;
THENCE S 31°41'07" W. 23.05 FEET;
THENCE S 50°21'59" W. 18.98 FEET;
THENCE S 62°06'42" W. 16.06 FEET;
THENCE S 79°00'02" W. 15.31 FEET;
THENCE S 87°19'02" W. 26.75 FEET;
THENCE WEST 43.84 FEET;
THENCE S 03°22'04" W. 14.22 FEET;
THENCE S 62°54'48" E. 20.17 FEET;
THENCE SOUTH 84.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,515 SQ. FT. OR 0.7235 ACRES, MORE OR LESS.

EXHIBIT "B-10"
LEGAL DESCRIPTION FOR PHASE 10

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 148.20 FEET AND S 41°42'38" W. 247.87 FEET AND N 43°54'32" W. 101.57 FEET AND S 46°05'28" W. 44.67 FEET AND S 51°56'58" W. 47.38 FEET AND N 85°31'19" W. 48.94 FEET AND N 73°50'28" W. 13.56 FEET AND N 42°47'13" W. 34.93 FEET AND S 56°21'50" W. 64.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 41°09'37" E. 75.55 FEET;
THENCE S 39°59'48" E. 148.26 FEET;
THENCE S 35°15'28" E. 38.34 FEET;
THENCE S 08°07'59" E. 20.66 FEET;
THENCE S 08°07'59" W. 14.76 FEET;
THENCE S 40°46'28" W. 15.98 FEET;
THENCE S 69°37'50" W. 15.59 FEET;
THENCE N 89°37'05" W. 62.63 FEET;
THENCE N 70°49'40" W. 10.17 FEET;
THENCE N 30°04'41" W. 9.16 FEET;
THENCE N 04°05'56" W. 10.09 FEET;
THENCE N 80°08'16" W. 38.40 FEET;
THENCE WEST, 63.57 FEET;
THENCE N 03°02'24" W. 62.31 FEET;
THENCE N 03°23'13" W. 133.47 FEET;
THENCE N 56°21'50" E. 56.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,197 SQ. FT. OR 0.7621 ACRES, MORE OR LESS.

EXHIBIT "B-11"
LEGAL DESCRIPTION FOR PHASE 11

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 290.63 FEET AND S 02°25'15" W, 90.76 FEET AND S 33°28'31" W, 151.04 FEET AND S 52°37'34" W, 109.18 FEET AND S 76°15'51" W, 121.13 FEET AND S 00°10'27" W, 258.31 FEET AND S 89°53'45" W, 96.66 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 89°53'45" W, 102.54 FEET;
THENCE NORTH, 84.50 FEET;
THENCE N 62°54'48" W, 20.17 FEET;
THENCE N 03°22'04" E, 14.22 FEET;
THENCE EAST, 43.84 FEET;
THENCE N 87°19'02" E, 26.75 FEET;
THENCE N 79°00'02" E, 15.31 FEET;
THENCE S 57°02'56" E, 14.43 FEET;
THENCE S 25°40'04" E, 50.69 FEET;
THENCE SOUTH, 58.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,861 SQ. FT. OR 0.2493 ACRES, MORE OR LESS.

EXHIBIT "B-12"
LEGAL DESCRIPTION FOR PHASE 12

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 290.63 FEET AND S 02°25'15" W, 90.76 FEET AND S 33°28'31" W, 151.04 FEET AND S 52°37'34" W, 109.18 FEET AND S 76°15'51" W, 121.13 FEET AND S 00°10'27" W, 52.30 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 00°10'27" W, 82.68 FEET;
THENCE S 89°45'07" W, 52.22 FEET;
THENCE N 48°32'25" W, 15.61 FEET;
THENCE N 89°51'53" W, 20.47 FEET;
THENCE N 34°53'08" W, 15.35 FEET;
THENCE N 31°41'07" E, 5.69 FEET;
THENCE N 01°35'30" W, 62.58 FEET;
THENCE N 40°34'41" W, 66.01 FEET;
THENCE S 87°36'23" E, 104.18 FEET;
THENCE S 30°13'08" E, 61.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,377 SQ. FT. OR 0.2841 ACRES, MORE OR LESS.

EXHIBIT "B-13"
LEGAL DESCRIPTION FOR PHASE 13

BEGINNING AT A POINT N 00°10'27" E, 1167.01 FEET AND EAST, 290.63 FEET AND S 02°25'15" W, 90.76 FEET AND S 33°28'31" W, 151.04 FEET AND S 52°37'34" W, 109.18 FEET AND S 76°15'51" W, 121.13 FEET AND S 00°10'27" W, 134.98 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 00°10'27" W, 123.33 FEET;
THENCE S 89°53'45" W, 96.66 FEET;
THENCE NORTH, 58.33 FEET;
THENCE N 25°40'04" W, 50.69 FEET;
THENCE N 57°02'56" E, 16.06 FEET;
THENCE N 50°21'59" E, 18.98 FEET;
THENCE N 31°41'07" E, 17.36 FEET;
THENCE S 34°53'08" E, 15.34 FEET;
THENCE S 89°51'53" E, 20.47 FEET;
THENCE S 48°32'25" E, 15.61 FEET;
THENCE N 89°45'07" E, 52.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,569 SQ. FT. OR 0.3115 ACRES, MORE OR LESS.

EXHIBIT "C"

**AMENITIES
LEGAL DESCRIPTION OF CLUBHOUSE, SWIMMING POOL,
AND TENNIS COURT AREA**

BEGINNING AT A POINT NORTH $00^{\circ} 10' 27''$ EAST 1155.22 FEET AND WEST 183.85 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE S $43^{\circ} 54' 32''$ E, 139 FEET;
THENCE S $46^{\circ} 05' 28''$ W, 44.33 FEET TO THE CORNER OF AN EXISTING FENCE;
THENCE ALONG SAID FENCE S $51^{\circ} 56' 58''$ W, 47.38 FEET;
CONTINUING ALONG SAID FENCE N $85^{\circ} 31' 19''$ W, 48.94 FEET;
CONTINUING ALONG SAID FENCE N $73^{\circ} 50' 28''$ W, 13.56 FEET;
CONTINUING ALONG SAID FENCE N $42^{\circ} 47' 13''$ W, 34.93 FEET;
THENCE S $56^{\circ} 21' 50''$ W, 183.47 FEET;
THENCE N $03^{\circ} 23' 13''$ W, 76.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE BEING ON A 735 FOOT RADIUS CURVE;
THENCE NORTHEASTERLY 203.68 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS N $54^{\circ} 21' 36''$ E, 203.03 FEET) TO THE POINT OF BEGINNING

CONTAINS 23,914 SQUARE FEET OR 0.5496 ACRES, MORE OR LESS

AFTER RECORDING PLEASE RETURN TO:
Vial Fotheringham LLP
6925 Union Park Center, Ste. 600
Midvale, Utah 84047

AMENDED AND RESTATED BYLAWS
OF
THE JEFFERSON PLACE CONDOMINIUM OWNERS' ASSOCIATION

A Utah Nonprofit Corporation

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AMENDED AND RESTATED BYLAWS

OF

THE JEFFERSON PLACE CONDOMINIUM OWNERS' ASSOCIATION

A Utah Nonprofit Corporation

WHEREAS, the Bylaws of the JEFFERSON PLACE CONDOMINIUM OWNERS' ASSOCIATION ("Association") were recorded as Entry No. _____, Book 5403, Page 3042 through 3059, County Recorder of Salt Lake County.

WHEREAS, these Amended and Restated Bylaws are made and executed as evidenced below by the JEFFERSON PLACE CONDOMINIUM OWNERS' ASSOCIATION of 9400 South 700 West, Sandy, Utah 84070, having received 127 affirmative votes, 2 opposing votes, authorizing amendments hereto. Seventy-two percent of the total membership voted to amend and restated specific provisions hereof and are intended to supercede and replace all previous Bylaws.

WHEREAS, pursuant to the provisions of the Utah Nonprofit Corporation Act, the Board of Trustees of The Jefferson Place Condominium Owners' Association, a Utah nonprofit corporation, hereby adopts the following Amended and Restated Bylaws for such nonprofit corporation.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.01 Name. The name of the nonprofit corporation is The Jefferson Place Condominium Owners' Association, hereinafter referred to as the "Association".

1.02 Offices. The initial principal office of the Association shall be at 615 W. Jefferson Place.

**ARTICLE II
DEFINITIONS**

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration (hereinafter referred to as the "Declaration") of Condominium for The Jefferson Place Condominium, a Utah Condominium Project (hereinafter referred to as the "Project") shall have such defined meanings when used in these Bylaws.

ARTICLE III
MEMBERS

3.01 Annual Meetings. The annual meeting of Members shall be held on the _____ in _____ of each year at the hours of _____ o'clock a.m., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the Members.

3.02 Special Meetings. Special meetings of the Members may be called by the Board of Trustees, the President, or upon the written request of Members holding not less than ten percent (10%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.03 Place of Meetings. The Board of Trustees may designate any place in Salt Lake County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.04 Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing addresses for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05 Members of Record. Upon purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for

determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Condominiums in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.06 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.07 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.08 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to such jointly held Membership.

3.09 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Member may be taken without a meeting, if a consent in

writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV BOARD OF TRUSTEES

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees, also known as the "Management Committee" as referred to in the Declaration. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02 Number, Tenure and Qualifications. Consistent with paragraph 11 of the Declaration, the Board of Trustees shall be comprised of five (5) Association Members who shall be duly qualified and elected. At the annual meeting, the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Board membership as there are seats on the Board to be filled. At each annual Owners meeting, any vacant seat on the Board shall be filled with a member elected for a two (2) year term. To qualify, a Member of the Board must be an individual Owner, or the legal representative of an organizational Owner in good standing. Any vacant seat on the Committee shall be filled with an Association Member duly elected or appointed.

4.03 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Trustees may provide by resolution of the time and place, within Salt Lake County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.04 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Salt Lake County, State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or mailed to each Trustee at his registered address, or by Telegram. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to have been delivered when the telegram is delivered to the telegraph company. Any Trustee may waive notice of a meeting.

4.05 Quorum and Manner of Acting. A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the

Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

4.06 Compensation. Board members shall receive for their services a \$50.00 a month credit toward their association fees as well as be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board. This compensation must always be in the form of a credit toward association fees and not ever paid in the form of cash or check from the operating account.

4.07 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee may be removed at any time, for or without cause, by the affirmative vote of seventy-five percent (75%) of the Total Votes of the Association at a special meeting of the Members duly called for such purpose.

4.08 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death, resignation or disqualification of a Trustee, or if the authorized number of Trustees shall be increased, the Trustees then in office shall continue to act, and such vacancies or newly created Trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the Members may be filled by election at the meeting at which such Trustee is removed. Any Trustee elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.09 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V OFFICERS

5.01 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board of Trustees.

5.02 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and

qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President, Secretary and Treasurer shall be and remain Trustees of the Association during the entire term of their respective offices. No other officer need be a Trustee.

5.03 Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Trustees of the Association.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.05 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.06 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Trustees may require of him.

5.07 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Trustees.

5.08 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Trustees may require him to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any to all papers and instruments requiring the same. He shall perform such other duties as the Board of Trustees may require of him.

5.09 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when

requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Trustees. He shall perform such other duties as the Board of Trustees may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

ARTICLE VI COMMITTEES

6.01 Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Trustee. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.02 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

6.03 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII INDEMNIFICATION

7.01 Indemnification Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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

7.03 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.01 or 7.02 hereof. Such determination shall be made either (i) by the Board of Trustees by a majority vote of disinterested Trustees or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty percent (50%) of the Total Votes of the Association at any meeting duly called for such purpose.

7.04 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article or otherwise.

7.05 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Members or Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such person who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.06 Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Trustee, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), as may be required by Article X of the Declaration.

7.07 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to the Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII
FISCAL YEAR AND SEAL

8.01 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.02 Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

ARTICLE IX
RULES AND REGULATIONS

9.01 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE X
AMENDMENTS

10.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration (e. g. Article XIV of the Declaration), or by these Bylaws, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the Total Votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, State of Utah.

IN WITNESS WHEREOF, the undersigned, constituting all of the Trustees of The Jefferson Place Condominium Owners' Association, have executed these Bylaws on the ____ day of _____, 2003.

Jess Campbell President

Merdy Mestas Secretary

ACKNOWLEDGEMENTS

STATE OF UTAH)
: SS.
COUNTY OF Salt Lake)

On the 27 day of Oct, 2003, personally appeared before me Jess Campbell and Merdy Mestas the signers of the within and foregoing Bylaws of The Jefferson Place Condominiums Owners' Association, each of whom duly acknowledged to me that they executed the same at who acknowledged that the necessary approvals to amend said Bylaws has been obtained by the members of the Association.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
Feb .01-2007

