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When Recorded Mail to;

Bengal Boulevard Condominiums.

c/o Dennis Cloward
7543 South 3500 East
Salt Lake City, Utah 84121

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DECLARATION
OF
BENGAL BOULEVARD CONDOMINIUMS

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Declaration of

Bengal Boulevard Condominiums

This Declaration is made and executed by Bengal Boulevard Condominiums and Dennis K. Cloward, John Grace and Sally Grace (hereinafter referred to as "Declarant" or "Declarant's").

1.0 Recitals.

1.1 Declarant is the sole owner of the real property and Improvements ("Property", located in Salt Lake County, Utah, hereinafter more particularly described.)

1.2 Declarant, by recording this Declaration, Intends and desires to create a residential community with permanent open spaces, streets, utilities, and other common areas for the benefit of said community.

1.3 The covenants, conditions and restrictions contained in this Declaration and the appendices hereto shall be enforceable equitable servitudes and shall run with the land.

1.4 Declarant has filed simultaneously herewith a Subdivision Plat Map ("Map") which is incorporated herein by reference.

1.5 Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency which will be assigned and delegated the powers of maintaining and administering the common area properties and facilities and administering and enforcing the covenants and restrictions within this Declaration and collecting and disbursing the assessments and charges hereinafter created.

1.6 Declarants, as the unrelated owners of contiguous parcels of real property, desire to jointly submit their respective properties for recordation pursuant to this Declaration. However, despite recordation hereunder, each Declarant shall retain sole ownership for the lots to be located upon their respective properties. No other relationship other than joint Declarants shall exist between the parties as a result of the recordation of this Declaration.

2.0 Dedication.

2.1 Declarant desires by filing this Declaration, and the aforesaid Subdivision Plat Map, to submit the herein described real property, and the buildings and other Improvements thereon to the provisions of this Declaration for the development. Declarant desires and intends to sell fee title to each unit of the planned unit development, as well as an interest in the Association which shall own the common areas and facilities appurtenant thereto. The Unit ownership shall contain an ownership interest in the limited common areas as defined herein. All units, as well as the common areas shall be subject to the covenants, limitations and restrictions contained herein.

Now therefore, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to the development which shall be enforceable, equitable servitudes, and shall run with and be a burden on the land.

-1-

2.2 The administration of the property shall be governed by Articles of Incorporation and Bylaws which are embodied in the separate instruments. True copies of which are appended to

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-1-

2.2 The administration of the property shall be governed by Bylaws. The Declarant shall make available to the owners, lenders, mortgagees copies of the Declaration, and Bylaws of the

Association and any other rules and regulations, as well as copies of an annual audited financial statement if any is prepared.

2.3 All terms used in this Declaration and the Bylaws shall have the same definition as provided herein unless the context or other statutory regulation shall require otherwise.

2.4 The property shall be known as Bengal Boulevard Condominiums. The Mailing address of the property and the Declarant is: Bengal Boulevard Condominiums . Dennis K Cloward , John Grace and Sally Grace, 7543 South 3500 East, Salt Lake City, Utah 84121. The address's of the property is 3576 East, 3578 East, 3588 East and 3592 East Bengal Boulevard, Salt Lake City, Utah 84121.

3.0 Description of the land.

3588 and 3592 East Bengal Boulevard

LOT 38, HONEYWOOD HILLS NO. 4 SUBDIVISION, (NON-REGULAR), BEING A PARCEL MORE PARTICULARLY DESCRIBED AS;
BEGINNING ON THE SOUTH LINE OF 7800 SOUTH STREET, SAID POINT BEING NORTH 89 DEG. 57' 48" EAST 543 FEET AND SOUTH 0 DEG. 10' 23" WEST 30 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 4 DEG. 55' 52" WEST 126.28 FEET; THENCE NORTH 89 DEG. 57' 48" EAST 82.50 FEET; THENCE NORTH 22 DEG. 38' 50" EAST 135.48 FEET TO THE SOUTH LINE OF 7800 SOUTH STREET; THENCE SOUTH 89 DEG. 57' 48" WEST 123.79 FEET TO THE POINT OF BEGINNING.

3576 AND 3578 EAST BENGAL BOULEVARD

BEGINNING ON THE SOUTH LINE OF 7800 SOUTH STREET, SAID POINT BEING NORTH 89 DEG. 57' 48" EAST 448.00 FEET AND SOUTH 0 DEG. 10'23" WEST 30.00 FEET FROM THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 0 DEG. 10'23" WEST 125.00 FEET; THENCE NORTH 89 DEG. 57'48" EAST 84.50 FEET; THENCE NORTH 4 DEG. 58'23" EAST 125.48 FEET TO THE SOUTH LINE OF 7800 SOUTH STREET; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEG. 47'48" WEST 95.00 FEET TO THE BEGINNING.

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3. Separate Ownership. Each Individual Declarant, subsequent to the recordation of this Declaration, shall retain sole ownership to the lots of units located upon its respective property. Specifically, Dennis K. Cloward shall retain ownership of 3578 East Bengal, 3588 East Bengal and 3592 East Bengal. John and Sally Grace shall retain ownership of 3576 East Bengal.

4. Definitions.

The terms used herein shall have the following meanings.

4.1 The words "Association of Unit Owners" or "Association" shall mean and refer to the Bengal Boulevard Condominiums Homeowners Association. The Association is charged with and shall have the responsibility and authority to make and to enforce all the reasonable rules and regulations covering the operation and maintenance of the Project.

4.2 The term "Common Areas" and "Common Areas and Facilities" shall mean the property (including the improvements thereon) subject to the Declaration, other than the property designated as Units upon the Map. The Common Areas and Facilities shall be owned by the Association of Unit Owners for the common use and enjoyment of the unit owners. The Common Areas and Facilities shall include the Limited Common Areas and Facilities described below.

4.3 The words "Common Expenses" shall mean and refer to: all common expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, including and adequate reserve fund for maintenance, repair and replacement of those Common Areas and Facilities that must be replaced on a periodic basis. Common Expenses shall also include all costs and expenses associated with the repair and maintenance of the exteriors of all Units, the landscaping maintenance and the repair of real property located within a Unit for which the Association is responsible to maintain and other items which are lawfully assessed to the unit owners in accordance with the provisions of this Declaration and the Bylaws and such rules and regulations pertaining to the Project as the Association may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Association.

4.4 The word "Declarant" or "Declarants" shall mean Bengal Boulevard Condominiums, Dennis K. Cloward, John and Sally Grace, which have made this Declaration and/or any successor to or assignee of the Declarant which, either by operation or of law or through voluntary conveyance, transfer or assignment, comes to stand in the same relation to the project as did its predecessor.

4.5 The word "Declaration" Shall mean this instrument by which the Bengal Boulevard Condominiums is established as a Planned unit development:

4.6 The word "Map" shall mean and refer to the Subdivision Plat Map of the Bengal Boulevard Condominiums, Recorded by Declarant.

4.8 The word "Project" shall mean and refer to the Property as defined above, together with all rights and obligations established by this Declaration.

4.9 The word "Property" shall mean the real property, together with all improvements thereon, described in section 3.0.

4.10 "Unit" or "Lot" shall mean any plat of land upon which is located a dwelling or which is intended for location of a dwelling as set forth on the Map. Units are identified on the recorded map by number. Units do not include the Common Areas or Limited Common Areas as defined herein which are immediately contiguous or otherwise within the Project.

4.11 The words "Unit Owners" or "Owner" shall mean the entity, person or persons owning a Unit within the Project. The term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary, or trustee under a deed of trust unless and until such a party has acquired a title pursuant to foreclosure or any other arrangement or proceeding in lieu thereof.

4.12 The words "Unit Number" Shall mean and refer to the number designating the Unit in the Declaration and on the Map.

5. Description of Units.

5.1 The Units shall include the real property together with improvements thereon more particularly described upon the Map. The structure and Improvements upon the Units more particularly described on the Map and shall include wood frames with the sheet rock interiors and Brick exteriors with shingled roof. The size of the Units may vary.

5.2 Description of Limited Common Areas and Facilities.

Limited Common Areas and Facilities mean and include those portions of the Common Areas and Facilities reserved for the use of specified units to the exclusion of other units. The Limited Common Areas and Facilities shall include all yards that are immediately adjacent to and contiguous with the Units, as more particularly identified in the Map together with such other Property specifically assigned by the Association for the Unit Owners exclusive use. The use and occupancy of the designated Limited Common Areas and Facilities shall be reserved to its Associated Unit and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas and Facilities.

5.3 Percentages of Undivided Interest in Common Areas and Facilities.

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The percentage of undivided interest in the Association and the Common Areas and Facilities

owned by the Association appurtenant to each unit for all purposes, including voting, shall be equal. Each unit regardless of size, purchase price or location shall have an equal interest in the association, Common Areas and Facilities.

6.0 Ownership of Common Areas and Facilities.

The Declarant, with the recordation of this Declaration, does hereby convey all of its right, title and interest by means of a Quit Claim Conveyance in the Common Areas as more particularly described upon the Map or with in the Declaration, without warranty, to the Bengal Boulevard Homeowners Association to be held and Administered according to the provisions of this Declaration.

7.0 Purpose of the Property.

7.1 The purpose of the property is to provide residential housing, parking and recreation facilities for unit owners, their respective families, tenants, guests and servants.

7.2 The Units and Common areas and Facilities shall be occupied, maintained and used as follows:

7.2.1 A Unit shall be occupied as a permanent single family residence.

7.2.2 A Unit Owner shall not permit his Unit to be occupied or used other than a private residence for a single family, without the express approval of the Association.

7.2.3 A Unit Owner shall not permit his parking space(s) or garage or carport to be used for any purposes except to park a vehicle.

7.2.4 A Unit Owner shall keep his yard, including the Limited Common Areas surrounding his Unit, clean and sightly at all times and shall not use his yard, patio and/or balcony for storage except with the express written approval of the Association.

7.2.5 A Unit Owner shall not obstruct the Common Areas and Facilities. A Unit Owner shall not place or store anything within the Common Areas and Facilities without the prior written consent of the Association or its designee except in the Limited Common Areas and Facilities directly appurtenant to his Unit specifically designated or approved by the Association for storage.

7.2.6 Without the prior written consent of the Association or its designee, a Unit Owner shall not permit anything to be done or kept in his Unit or in the Limited Common Areas and Facilities appurtenant to his Unit that would result in an increase in the cost of Insurance, on the property, or that would result in the cancellation of Insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

7.2.7 Without prior written consent of the Association or its designee, a Unit Owner shall not permit any sign of any kind (except for rent or for sale signs) to be displayed to the public view from his Unit or from the Limited Common Areas and Facilities appurtenant to his Unit.

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7.2.8 A Unit Owner shall not permit any animals of any kind to be raised, bred, or kept in his

Unit or in the Limited Common Areas and Facilities appurtenant to his Unit, except that the Association may provide in its rules and regulations that dogs, cats, and other household pets may be kept in Units subject to the rules and regulations adopted by the Association. If a dog, cat or other household pet is kept in the Unit, the Association shall have the right to charge additional common area fees for any Unit having a dog, cat, or other household pet reflecting the cost, if any, to the Association for additional upkeep and maintenance to the Common Areas and Facilities directly attributed to the animal. Such fee shall be applied to all such dog, cat or household pet owners.

7.2.9 A Unit Owner shall not permit any obnoxious or offensive activity or nuisance to be carried on his Unit or in the Limited Common Areas and Facilities appurtenant to his Unit or upon any other part of the Project. A Unit Owner shall not conduct any activities, including the construction of Improvements, in or upon part of the Project which are or may become unsafe or hazardous to any person or property.

7.2.10 A Unit Owner shall not alter construct in, or remove anything from the Common Areas and Facilities, except with the prior written consent of the Association or its designee.

7.2.11 A Unit Owner shall not violate any of the rules and regulations for the use of Units, Common Areas and Facilities, or Limited Common Areas and Facilities, adopted in writing and furnished to the Unit Owners.

7.2.12 No boats, trailers, recreational vehicles, trucks, commercial vehicles or inoperable vehicles belonging to the Owners or other residents of the Property shall be parked or stored in or upon any of the Common Areas, except in such portions of the Common Areas as the Association may specify, and subject to such rules and regulations as the Association may from time to time promulgate.

7.2.13 No Owner shall, without the written consent of the Association, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in the Common Areas. No Owner shall, without the prior written consent of the Association, do any act that would impair the structural soundness or integrity of the buildings or the safety of property or impair any easement or hereditament appurtenant to the Project.

7.2.14 During the course of actual construction of any structures or Improvements which are permitted to be located on the Property or upon real property adjacent to the Project, the provisions, covenants, conditions and restrictions contained in the Declaration shall be deemed waived as to the Declarant, its employees, subcontractors, successors or assigns to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction nothing shall be done which would result in a continuing violation of any said provisions, covenants, conditions or restrictions following the completion of such construction upon the Project or adjacent Property.

8. Association of Unit Owners; Management Committee.

8.1 As used herein, the word "Association" shall refer to the Bengal Boulevard Condominiums

Homes owners Association. The management of the Association shall be governed by its

Bylaws. The Association shall be entitled to choose a Management Committee consisting of at least 2 persons who need not be Unit Owners who shall be elected as provided by the Bylaws. All agreements and determinations with respect to the property lawfully made or entered into by the Association shall be binding upon the Unit Owners, their successors and assigns. All rights and powers referred to in this Declaration as belonging to the Association, unless specifically provided for otherwise, shall belong to the Association and shall be carried out by the Association's Management Committee. The Management Committee is authorized and empowered to take all actions necessary on behalf of the Association unless specifically provided for otherwise in this Declaration.

8.2 The Association and the Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Declaration and Bylaws, including but not limited to the following:

8.2.1 To make and enforce all the house rules and administrative rules and regulations covering the operation and maintenance of the property.

8.2.2 To engage the services of a manager or managing company, accountants, attorneys, or other employees or agents and to pay said persons a reasonable compensation therefore; provided, however, that any management agreement may be terminable by the Association for cause upon (30) DAYS WRITTEN NOTICE AND WITH OR WITHOUT CAUSE with (60) days written notice without penalty, cost or fee, and that the term of any said management agreements may not exceed (1) year, renewable by agreement for successive one-year periods.

8.2.3 To operate, maintain, repair, improve all Common Areas and Facilities and adjacent contiguous property for the benefit of the Association.

8.2.4 To determine and pay the Common Expenses.

8.2.5 To assess and collect the proportionate share of Common Expenses from the Unit Owners.

8.2.6 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

8.2.7 To Open Bank Accounts on behalf of the Association and to designate signatures therefor.

8.2.8 To purchase, hold, sell, convey, mortgage or lease any one or more Units held in the name of the Association or its designee.

8.2.9 To bring, prosecute and settle litigation for itself, the association and the property, provided that it shall make no settlement which results in a liability against the Association, or the property in excess of \$5,000.00 without prior approval of the majority of the Unit Owners.

8.2.10 To obtain insurance for the Association with respect to the Common Areas and Facilities.

8.2.11 To Repair or restore the Common Areas following damage or destruction, or a permanent taking by the power of eminent domain or by an action or deed in lieu of condemnation, not resulting in a removal of the property from provisions of this Declaration.

8.2.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business affairs of the Association and in the operation of the property.

8.2.13 To keep adequate books and records.

8.2.14 To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any Unit as the same is necessary to protect or preserve property.

8.3 The Association may delegate to a manager or management company all of its foregoing powers, duties and responsibilities referred to in paragraph 8.2 above subject to the provisions of paragraph 8.2.2, except; The final determination of common expenses, budgets and assessments based thereon; the promulgation of house rules and regulations; the power to enter into any contract involving more than \$5,000.00 in any one fiscal year; the opening of bank accounts; the power to purchase, hold, sell, convey, mortgage or lease any units in the name of the Association or to bring, prosecute and settle litigation.

8.4 Members of the management Committee, the officers and any assistant officer, agents, and employees of the Association (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgement, negligence or otherwise, except for their own willful misconduct or bad faith (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Unit Owner or any person or entity direct or imputed, by virtue of acts performed for them except for their own willful misconduct or bad faith; or acts performed for them in their capacity as such; and (iv) shall have no personal Liability arising out of the use, misuse or condition of the property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

8.5 The Association shall indemnify and hold harmless, any person, his heirs and personal representatives, from and against all personal liability and all expenses including, counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Unit Owners, or any other person or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Management Committee or an officer or an assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided, in the case of any settlement, that the Management Committee shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Management Committee or otherwise. The indemnification by the Unit Owners as contained herein shall be paid by the Association on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectible as such.

9. Association of Unit Owners; Membership and Voting

9.1 Membership.

Each owner shall be entitled and required to be a member of the Association; membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a unit is held by more than one person, the membership appurtenant to the Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from membership in the Association appurtenant thereto, and any device, encumbrance, conveyance or other disposition, respectively, of the owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than the Owner may be a member of the Association and membership in the Association may not be transferred except in connection with the transfer of a Unit.

9.2 Voting.

There shall be one class of voting membership. Each Unit carries one vote.

9.3 Declarant's Control of Management Committee.

The Declarant, or some other person or persons selected by the Declarant, may appoint and/or remove all members of the Management Committee and all Officers of the Association, or at the Declarant's option, may exercise the powers of authority otherwise assigned by the Declaration, the Bylaws and the Articles of Incorporation to the Association or the Management Committee from the date of recordation of this Declaration until Declarant shall have conveyed 75% of the Declarant's undivided interest in the Common Areas and Facilities including additional interests which may be annexed to the Project through the amendment of this Declaration and Map, if any. The first annual meeting of the Association shall be held within 120 days of the conveyance of the Units to which three quarters of the undivided interest in the Common Areas and Facilities appurtenant thereto have been conveyed by the Declarant, at which time the Association shall elect members of the Management Committee.

10. Maintenance, Alteration and Improvement.

10.1 The maintenance, alteration, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. The Association shall maintain to the extent that the same is not provided by utility services, utility mains to be the boundary of each Unit. All incidental damages caused to a Unit by the maintenance, alteration, replacement and repair of a Common Areas and Facilities shall be repaired promptly at the expense of the Association:

10.2 The Unit Owners shall have the responsibility to maintain, repair, replace and keep clean and sanitary condition, at the Unit Owners expense, all portions of the Owners Unit except as provided in section 10.4 hereof. The Unit Owners shall keep clean and sanitary condition all of their Units. The Association shall be responsible for cleaning and general maintenance of all parking areas except garages directly appurtenant to individual Units.

10.3 Declarant expressly reserves the right and authority to modify the layout and design of the Common Areas and Facilities, including the provision of additional amenities thereon, without the consent of the Association or the Unit Owners, during any time while Declarant is in control of the Management Committee as provided under paragraph 9.3 hereof provided the Declarant shall pay all costs, expenses and fees associated with the provision, construction, development of the additional amenities and facilities. Declarant shall have the right without the consent of the the Association or the individual Unit Owners, to amend this Declaration and the Map, as necessary, in conjunction with the construction and development of any additional amenities as provided in this paragraph. Declarant shall have sole discretion regarding the style, placement, design and method of construction regarding any additional amenities as provided hereunder provided such is in a good workmanlike manner:

10.4 The Association shall be responsible for and shall provide exterior maintenance, upon each unit within the Project including the paint, repair and replacement of roofs, gutters, down spouts and exterior building surfaces, as necessary which will be paid for as a Common Expense. However, any damage to the exterior of a Unit in excess of normal wear and tear not otherwise attributable to the actions of the Association shall be repaired by the Association but paid for by the Unit Owner directly. The cost of such exterior maintenance shall be added to and become part of the assessment applicable to the Unit. The exterior maintenance of the Units for which the Association shall be responsible shall not include glass surfaces. In addition to the maintenance of exterior surfaces, the Association shall be responsible for and shall provide landscaping upon the Common Areas and upon the open real property located with in each Unit. The Association shall have the irrevocable right to have access to each Unit as may be necessary to maintain exterior surfaces and landscape open real property within each Unit as reasonably required under this paragraph and as otherwise permitted in this Declaration. The Association shall maintain such financial reserves as necessary to timely anticipate the expenses and responsibilities provided herein.

11. Insurance

11.1 The Association shall obtain and maintain at all times insurance of the type and kind as provided herein and including insurance for such other risks, of a similar or disimilar nature, as are or shall hereafter customarily be covered with respect to other properties similar to the property in construction, design and use. The Association shall obtain insurance with the following provisions or endorsements;

11.1.1 Exclusive authority to adjust losses shall be vested in the association and/or the Management Committee as insurance trustee or any successor trustee as designated by the Association;

11.1.2 The Insurance coverage shall not be brought into contribution with insurance purchased by individual Unit Owners or their respective mortgages.

11.1.3 Each Unit Owner may obtain additional insurance covering his real property interest at his own expense.

11.1.4 The insurer waives its right of subrogation as to any and all claims against the Association, each Unit Owner and/or their respective agents, employees or tenants, and defenses based upon co-insurance or upon invalidity arising from acts of the insured.

11.1.5 The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any one or more individual Unit Owners, or their respective lessees, employees, agents, contractors and guests;

11.1.6 The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee of the Management Committee or Association or their employees, agents, or contractors, without prior demand in writing that the Association cure the defect and then only if the defect is not cured within (15) days.

11.1.7 Such policies shall provide that the coverage shall not be prejudiced by (a) any act or neglect of the individual Unit Owners or their respective lessees, employees, agents, contractors or guests; or (b) by failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

11.1.8 The insurance coverage shall provide that the coverage may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least (10) days written notice to any and all insured names thereon, including all Mortgagees of the Units.

11.2 The Association shall purchase such property insurance as it deems appropriate. The names insured shall show (Bengal Boulevard Condominiums Home Owners Association) for the use and benefit of the individual Unit Owners or its insurance trustee. The loss payable clause shall show the Association or its insurance trustee as trustee for each unit owners and the Mortgage holder of each Unit mortgaged. The policy must also contain the standard mortgage clause and must name the mortgage holder or the servicer of the mortgage. If the servicer of the mortgage is names as the mortgagee, its name shall be followed by the phrase "its successors and assigns".

11.3 The Association shall obtain a policy or policies of insurance insuring the Association, The Unit Owners and their respective lessees, servants, agents or guests against any liability to the public or to the owners of the Units, members of the households of the Unit Owners and their respective invitees or tenants, incident to the ownership and/or use of the property, and including the personal liability exposure to the Unit Owners, incident to the ownership and/or use of the property, including but not limited to the operation and use of the Common Areas, Public ways and any other area under its supervision. Limits of liability under such insurance shall not be less than One Million Dollars for any one person injured in any one occurrence, and shall not be less than One Million Dollars for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Association and increased at its discretion. Said policy or policies shall be issued on a comprehensive basis and, if possible, shall provide cross-liability endorsements for possible claims of any or one or more or group insureds, without prejudice to the right of a names insured under the policies to maintain the action against another names insured. To the extent possible, such coverage shall include

protection against water damage liability, liability for non owned and hired automobile, liability for property of others, garage-keepers liability, host liquor liability, legal Association as a party, and such other risks as shall customarily be covered with respect to Projects similar in construction, location and use.

11.4 No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Association and/or Unit Owners, on behalf of all of the the Unit Owners may realize under any insurance policy that the Association may have in force covering the property or any part thereof at any time.

11.5 There may be obtained a blanket fidelity bond for anyone who handles or is responsible for funds held or administered by the Association. The amount of the bond shall not be less the the greater of (a) the sum of three months assessments on all units plus the Association reserve funds; or (b) the maximum funds that will be in the Associations hands; (c) 150% of the estimated annual operating expenses of the Planned Unit Development, including reserves. The bond must state that at least (10) days written notice will be given to the Association or its insurance trustee to each Mortgagee and Mortgage servicer prior to cancellation or substantial modification for any reason.

12. Termination.

12.1 All of the Unit owners may remove the Property from the provisions of this Declaration by an instrument duly recorded to that effect, provided that the holders of all liens and mortgages affecting any of the units consent or agree by instruments duly recorded, that their liens or mortgages be transferred to the percentage of the undivided interest of the Unit owners in the property.

12.2 After removal of a property from the Declaration, the Unit Owners shall own the Common Area and all the assets of the Association as tenants in common and respective mortgages and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owner and such undivided interest in the Common Areas and Facilities appurtenant to the Units prior to removal from the act.

12.3 This paragraph 12 cannot be amended without consent of all the Unit Owners and all record owners of mortgaged units.

13. Eminent Domain.

13.1 Whenever any proceeding is instituted that could result in a temporary or permanent taking injury or destruction of all or part of the Common Areas and Facilities, Limited Common Areas and Facilities or on one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation (all of which shall be defined as "eminent domain"), the Association, each Unit Owner and every holder of all liens affecting the Units, shall be entitled to timely written notice thereof and the Association shall, and the Unit Owners at their respective expense, may participate in the proceedings incident thereto.

13.2 Any awards by reason of eminent domain or in proceedings in lieu thereof, shall be equitably distributed to the Unit Owners affected by the eminent domain; provided that the priority of any mortgagee's lien shall remain undisturbed.

14. Mortgage protection.

14.1 The term " mortgage" as used in this Declaration shall mean any recorded mortgage and shall include a recorded trust deed. The term " mortgagee" shall mean the owner and holder of the mortgage and shall include a beneficiary under a deed of trust.

14.2 The Association shall maintain roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing address of Unit Owners. If the Association has been given notice of the necessary information, the Association shall maintain another roster which shall contain the name and address of each Mortgagee of a Unit. Each notice shall consist of a certified copy of the recorded instrument evidencing the title of the of the mortgagee. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

14.3 Any mortgage or any Unit is entitled to written notification from the Association of any default by the mortgagor of such unit in the performance of such mortgagors obligation under the Declaration which is not cured within (30) days.

14.4 Any mortgagee shall have the right to be examine the books and records of the Association during normal business hours and shall be entitled to receive copies of the annual reports and other financial data within (90) days following the end of any fiscal year and shall be entitled to receive notice of all meetings of the Association and may designate a representative to attend all such meetings.

14.5 A mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims of unpaid assessments or charges against the mortgaged Unit which accrued prior to the time of such mortgagee comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from pro rata reallocation of such assessments or charges to all units, including the mortgaged Unit).

14.6 The liens created pursuant to this Declaration, or Bylaws, upon any unit shall be subordinate to, and shall not effect the rights of a mortgagee whose interest was recorded prior to the recordation of this Notice of Lien, provided such mortgagee's interest would have a priority, by law, over subsequently recorded encumbrances, or Liens arising from tax and special assessments-liens in favor of the assessing unit or special improvement district.

14.7 No Unit may be partitioned or subdivided without the prior written approval of the mortgagee of the affected unit.

14.8 No Amendment to this paragraph shall affect the rights of a mortgagee recorded prior to the recordation of any such amendment no otherwise entitled thereto.

14.9 Notices of action. A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of;

14.9.1 Any proposed amendment to the Declaration effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Areas and Facilities appertaining to any Unit or liability for the Common Expenses appertaining thereto, (iii) the number of votes to the Association appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

14.9.3 Any casualty loss which affects a material portion of the Common Areas ;

14.9.4 Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of (60) days;

14.9.5 Any lapse, cancellation or material modification of Insurance policy maintained by the Association;

14.9.6 Any restoration or repair of the Common Areas after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on the units to which at least 51% of the votes of the units subject to mortgages held by such eligible holders are allocated, is obtained;

14.9.7 Any election to terminate after substantial destruction or taking in condemnation of the Common Areas must require the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

14.9.8 Unless the formula for reallocation of interests in the Common Areas after a partial condemnation or partial destruction of the Common Areas is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Common Areas may be affected without the approval of the eligible holders of the first mortgages of Units to which at least 51% of the votes of the Units subject to mortgages held by such eligible holders are allocated.

NOTE: As used in this section, the term "eligible holder, insurer, or guarantor" shall mean the holder, insurer or guarantor of first mortgages upon the Unit.

15. Leasing of Units

15.1 All leases of the units shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that failure of the lessee to comply with the terms of said documents shall be in default under the lease.

15.2 All Units are permitted to lease his Unit for less than (30) days. All Units are currently licensed to do so. This right shall continue as long as the laws, rules and regulations governing short term rental are adhered to. This section can be amended by a vote of 51% of the first mortgage holders.

15.3 No Unit shall lease less than the entire Unit.

15.4 The provisions of this paragraph shall not apply to a lender in possession of a Unit following a default in a first mortgage.

16. Encroachments.

16.1 None of the rights and obligations of any Unit Owners created by this Declaration or by any deed conveying a Unit shall be affected in any way by an encroachment: (i) by any portion of the Common Areas and Facilities upon any Unit; (ii) by any Unit upon the Common Areas and Facilities, or (iii) by any Unit upon another Unit due to Error in construction, settling or shifting of a building or other structure, including the rebuilding of the building and other structure after fire or other casualty or an eminent domain taking or the delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful act or omission of the Unit Owners of the encroaching Unit, or the Owners of the Units to which the use of the encroaching Limited Common Areas and Facilities is appurtenant, or, of the Association in the event of an encroachment by any portion of the Common Areas and Facilities.

16.2 There are hereby created valid easements for the maintenance of any encroachments permitted by this Declaration so long as such encroachments exist.

17. Conveyances, Easements.

17.1 Every deed, lease, mortgage or other instrument may describe a Unit by its identifying number and letter designation set forth upon the Map as amended. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise affect the Unit Owners corresponding percentage in the Association even though the same is not exactly mentioned or described as well as the Units Limited Common Areas and Facilities.

17.2 Some of the Common Areas and Facilities and/or Limited Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. further, the Association is responsible for the upkeep and maintenance of certain Unit exteriors as well as for the landscaping and maintenance of certain real property within the Units themselves. The association shall have the irrevocable right to have access to each Unit and all Common Areas and Facilities and/or Limited Common Areas and Facilities from time to time during normal business hours or upon giving notice to the Owner and during such reasonable hours as may be necessary for the maintenance, landscaping, upkeep, mowing cleaning, repair or replacement thereof or for making emergency repairs at any time herein necessary to prevent damage to the Common Areas and Facilities, or any Unit or as necessary for the Association to fulfill its obligations under the Declarations. In addition, upon giving notice to the Owner and during such reasonable hours as may be necessary, the Association or its agents may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association and paid as a Common Expense.

17.3 Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas (other than Limited Common Areas) as necessary for access to such Owners Unit and to any Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical and lateral support of such Unit, and such rights shall be appurtenant to and pass with title to each Unit.

17.4 The Association shall have the easement to make such use of the Common Areas and Facilities or the real property within each Unit as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Areas (other than Limited Common Areas) Facilities for use by Owners generally or by the Association and its agents exclusively.

17.5 The Declarant shall have a transferable easement over and on the Common Areas and Facilities and Limited Common Areas and Facilities for the purpose of completing construction of the Project and improvements therein as shown on the Map, including the construction and improvements as provided under paragraph 10.3 or upon the real property directly adjacent to the Property regardless whether such adjacent property is annexed into the Project and for the purpose of doing all things reasonably necessary and appropriate in connection therewith. To the extent that the damage is inflicted on any part of the Project by any person utilizing said easement, the Declarant and the person causing the damage shall be liable for the prompt repair of such damage.

17.6 All conveyances of Units with the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

17.7 The Association shall have the power to grant and convey to any third party and the Declarant hereby reserves unto itself, easements and rights of way, including but not limited to rights of ingress and egress, in, on, over and/or under the Common Areas and Facilities for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, telephone, and other purposes, public sewers, storm drains and pipe, water systems, sprinkling systems, water, heating and gas lines or pipes or any similar public or quasi-public improvements or facilities to provide the Common utility services to the project the Additional Land (as defined in section 21.0 hereof), regardless of whether such adjacent lands are subsequently annexed into the Project. Further, Declarant reserves unto itself a transferable easement over and upon the Common Areas and Common Facilities, access roads or similar property within the Project (including additional lands) for the purpose of constructing, developing, maintaining, improving or expanding the Project, the additional land or any real property directly adjacent to the Project which may be subsequently developed by the Declarant, its successors or assigns which are adjacent to the Project or additional lands. Such easement shall entitle Declarant the use of all access roads within the Project and to tie into all utility lines, sewage and drainage systems within or traversing the Project and/or additional lands.

18. Combination of Units.

18.1 An Owners of two or more adjoining Units shall have the right upon approval of the Association or the Management Committee and the Mortgagees of said Units, to combine one or more adjoining units or portions thereof and to alter or amend the Declaration and Map to reflect such combination.

18.2 Such amendments may be accomplished by the Unit Owner recording an amendment or amendments to this Declaration, together with an amended Map or Maps containing the same information with respect to the altered units as required in the initial Declaration an Map with respect to the initial Units. All costs and expenses required in such amendments shall be borne by the Unit Owner desiring such combination.

18.3 All such amendments to the Declaration and Map must be approved by the attorneys employed by the Association to insure the continuing legality of the Declaration and the Map. The cost of such review by the attorney's shall be borne by the person wishing to combine Units.

18.4 Any amendment of the Declaration or Map pursuant to this paragraph 18 shall reflect the changes occasioned by the alteration. Such changes include the change in percentage of ownership or interest in the Association which are appurtenant to the Units involved in the alterations. The remaining combined Units will acquire the total percentage of undivided interest in the Association of the Units combined as set forth on appendix B. If a portion of one Unit is combined with another, the resulting Units shall acquire a proportionate percentage of the total undivided interest in the Association of the Units involved in the Combination on the basis of area remaining in the respective altered Units. All such amendments must, in all instances, be consented by the Association and also all other persons holding interest in the Units affected. The consent of other Unit Owners need not be Obtained to make such amendment or alterations valid, providing the percentages of undivided interest in the Common Areas and Facilities of other Unit Owners remains unchanged.

19. Amendment.

19.1 Except as otherwise provided in this Declaration, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the Unit Owners who constitute three-fourths (3/4) of the Unit Owners in the Association, which amendment shall be effective upon recording, and upon approval of 67% of the mortgagees of the Units in the Project.

19.2 Within (9) months of the recording date hereof, Declarant reserves the right to amend the Declaration if required by statute, the Federal National Mortgage Association or some other governmental agency or lending institution or to correct a technical error, provided that such amendment does not materially affect the rights of Unit Owners.

19.3 The Association may from time to time amend the Map to reflect the change in assignments of parking spaces, or storage spaces; provided, however, that the affected owners, if any, join the execution of the amendment.

20. Assessments.

20.1 The Association and/or the Management Committee shall have the power and authority as prescribed by law and set forth herein to make and collect regular and special assessments from the Unit Owners for their share of the Common Expenses pursuant to the Bylaws and as further set forth below. All rights, powers and authority conferred hereunder to the Association shall also apply to the Management Committee as provided herein.

20.2 Agreement to Pay.

Declarant, for each Unit owned by it, covenants and agrees, and each purchaser of a Unit by his acceptance of a deed, covenants and agrees, for each Unit so owned to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this Declaration. Notwithstanding the foregoing Declarants obligations and covenant to pay regular and special Association assessments provided under this Declaration shall not exist until after construction of the Unit has been completed and a certificate of occupancy or its equivalent has been issued by the appropriate governmental regulatory body. Each Owner shall be liable for a proportionate share of the Common Expenses, such shares being the same as the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Unit owned by the Unit Owner. Such assessments shall accrue from the date the first Unit is conveyed to a purchaser and will be due and payable in advance.

20.3 Personal Obligations.

Each assessment or installment, together with any interest, collection costs and reasonable attorney's fees, shall be the personal obligation of the person or entity who was an Owner at the time of each assessment, or installment became due and payable. If more than one person or entity was the Owner of the Unit, the personal obligation to pay the assessment, or installment, respecting such Unit shall be both joint and several. The voluntary Grantee of a Unit, by his acceptance of a deed subject to the terms and conditions of this Declaration, agrees to be jointly and severally liable with the Grantor for all unpaid assessments accruing up to the time of the conveyance. No Unit Owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the Common Areas and Facilities or by waiver of the use or enjoyment of, or by abandonment of his Unit.

20.4 Purpose of Assessments; Maintenance Reserves.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Members of the Association, the improvement, replacement, repair, operation and maintenance of the Common Areas and Facilities and the performance of the duties of the Association as set forth in this Declaration. Assessments may also be used to cover expenses for repair of defects or failures in the development. The regular assessments shall include adequate reserve funds for contingencies and for maintenance, repairs, a replacement of the Common Area improvements and facilities. This limitation shall not affect the liability of any supplier or manufacturer of any product included in the Development. Unless the Association is exempt from federal or state taxes, all reserves shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or any other manner authorized by law or regulations of the Internal Revenue Service and the State Tax Commission that will prevent such funds from being taxed as income of the Association. The developer shall establish a working capital fund equal to at least 2 months estimated Common Charges for each Unit. Any amounts paid into this fund should not be considered as advanced payments of regular assessments. Each Unit's share of the working capital fund should be collected at the time the sale of the Unit is closed and then transferred to the Association for deposit to a segregated fund.

20.5 Determination of amounts of Assessments.

20.5.1 Regular Assessments. Each Unit Owner shall pay the Association his allocated portion

of the cash requirement, as, required to manage in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Association. If the Unit Owner shall fail to pay any installment within 10 days of the time when the same becomes due, the Owner shall pay interest thereon at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of payment thereof.

20.5.2 The cash requirements above referred to for each year, or portion of the year, are hereby defined and shall be deemed to include an adequate reserve fund for maintenance, repairs and replacement of those Common areas and facilities that must be replaced on a periodic basis, plus such aggregate sum as the Association or the Management Committee from time to time shall determine. In its judgment, it is to be paid by all the Owners. Development then in existence to enable the Association to pay all estimated expenses and outlays of the Association to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings, and improvements which sum may include among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance premiums, common lighting, landscaping and the care of the grounds, repairs and renovations of the Common Areas and Facilities, snow removal, wages, water charges, and other utility charges (except gas, electricity, cable tv, satellite and telephone and any other utility which is metered and billed to the individual Units and Unit Owners), legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of reasonable contingencies or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Project. The Association or the Management Committee may, from time to time, up to the close of the year for which such requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Association may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

20.5.3 The portion payable with respect to each Unit in and for each year or for a portion of a year shall be multiplied by the fraction . Such assessments, together with any additional sums accruing under this Declaration, shall be paid monthly in advance, or in such payments and installments as shall be provided by the Association or the Management Committee. The percentage attributable to each Unit as the percentage of undivided interest.

20.5.4 The Association through the Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Planned Unit Development and to determine the cash requirements of the Association to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Association within the bounds of this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Association, within in the bounds of the Act and this Declaration shall be against the Owner be deemed necessary and properly made for such purpose.

20.6 Special Assessments.

In addition to the annual and regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and Facilities including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written consent of a majority of the members of the Association; provided, however, that following the conversion of the written consent (i) holders of the majority of the voting power of the Association, and (ii) holders of the majority of the voting power excluding the Declarant. All proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service and the Utah State Tax Commission in order to avoid, if possible, its taxation as income of the Association.

20.7 Member Action.

any action authorized under section 20.6 above requiring membership approval shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Members not less than (10) days nor more than (90) days in advance of the meeting. A quorum for such meeting shall be 51% of the Association. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than required, members who were not present in person or by proxy may give their consent in writing, provided the same is obtained by the appropriate officers of the Association not later than (30) days from the date of such meeting.

20.8 Uniform Rate of Assessment.

A special assessment against members to raise funds for the repair or major rebuilding of a portion of the Common Areas and Facilities shall be based upon the Unit's percentage of interest.

20.9 Assessment Period.

The initial assessment period for all Units, including those owned by the Declarant, (Other than those upon which which units have not yet been constructed or for which a Certificate of Occupancy has not been obtained) shall commence of the first day of the calender month following the date of which the first sale of a Unit to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31st of the year in which the initial sale is closed and recorded. Thereafter the regular assessment period shall commence on January 1st of each year and shall terminate on December 31st of such year, and regular assessments shall be payable in equal monthly installments unless the Management Committee adopts some other basis for collection. The Association shall not change the pro rata interest or obligation of any unit for purposes of levying assessments unless 75% of the Owners of all first Mortgages have given their prior written consent. Voting rights attributable to the respective Units shall not vest until assessments against such Units have been paid.

20.10 Notice and Assessment Installation Due Dates.

A single (10) day prior notice of each annual or regular assessment and each special assessment shall be given to any Owner of every Unit subject to assessment in which the date dates for the payments of installments normally shall be the 1st day of each month unless some other due date is established by the Management Committee. Each installment, regular assessment and special assessment shall become delinquent if not paid within (10) days after its due date. There shall accrue with each delinquent installment a late charge which shall include any late charge previously assessed and unpaid, and which shall be computed on the outstanding balance from month to month as follows; (i) one and one-half percent (1.5%) per month on any delinquent assessments.

20.11 Estoppel Certificate

The Association or the Management Committee on not less than (20) days prior written request and upon the payment of a handling fee not to exceed \$50.00 per certificate, shall execute, acknowledge, and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default as to his Units assessments under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such unit. Any such certificate delivered pursuant to this section may be relied on by the prospective purchaser or mortgagee of the unit. The Estoppel Certificate shall not supersede any default in the payment of regular or special assessments of which the requesting party had actual knowledge.

20.12 Lien

All sums assessed to any Unit pursuant to this Declaration, together with interest, collection costs and attorney's fees as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such Lien shall be superior to all other liens and encumbrances on such Unit, except only for; (a) valid tax and special assessment liens on the Unit by any governmental assessing authority; and (b) a lien for all sums unpaid on a first mortgage, or any mortgage to Declarant, duly recorded in the Official Records of Salt Lake County, Utah, including unpaid obligatory advances to be made pursuant to the mortgage and secured by a lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice will be signed by the Association, or its designee, and may be recorded in the office of the County Recorder of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Utah. In the event or any method of collection other than foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All other costs, expenses and fees shall be secured by a lien being foreclosed. The Owner shall also be required to pay the Association any assessments against

the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment encumbrancer shall be subrogated to all the rights of the Association with respect to such Lien, including priority.

The Association shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for thirty days after the same shall have become due; provided, however, that such encumbrancer first shall request such notice of delinquency in writing.

20.13 Foreclosure

In any foreclosure of a lien for assessments, the Unit Owner subject to the lien shall be required to pay reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

20.14 Capital Accounts.

The Association may include in the monthly assessments amounts representing contributions to the capital of the Association to be used for the replacement of or additions to capital items of improvements in the property, or for reserves for improvements to or replacement of capital items or improvements in or to the property. Said amounts shall be set up as capital accounts for each Unit. In the event of transfer of any Unit, the capital account shall be deemed transferred to the unit transferee.

20.15 Capital Improvements.

In assessing the Unit Owners for capital improvements to the Common Areas and Facilities, for which there is not sufficient amounts in the respective capital accounts, there shall be no single improvement exceeding the sum of \$5,000.00 made by the Association or the Management Committee without the same having been first voted on and approved by a majority of those present in person or by proxy of the Association at a meeting duly called for that purpose. The foregoing shall not apply in connection with damage or destruction referred to in Article 13 hereof or to such structural alterations, capital additions to or capital improvements of the Common Areas and Facilities as are necessary in the Association's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities of the Property.

20.16 Assignment of Rents

If the Unit Owner shall at any time let or sublet his unit and shall default for a period of one month in the payment of assessments, the Association may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of Owner the rent due or becoming due and the payment of such rent to the Association shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount paid. The Unit Owner does hereby assign to the Association any such rent in the event of a default by Owner in paying an assessment.

21. Annexation of Additional Land.

The Declarant, its successor or assigns, expressly reserves the option unto itself, until the date seven years from the recordation of the original Declaration, to expand, to expand the Project through annexation of additional land within the Project. The additional land to be annexed to the Project shall be directly adjacent to the original Project, as described herein (hereafter "Additional Land"). Within the time period provided, the Declarant may annex all, part or none of the Additional Land into the Project without the consent of the Association, the Management Committee, or any individual Unit Owner or other limitation. The Declarant shall have the right and shall be required to amend the Map and this Declaration to appropriately reflect all relevant information, as required by law or otherwise, in conjunction with annexation of Additional Land within the Project. The required amendment of this Declaration shall (i) be duly executed and acknowledged by the Declarant and all other Owners and leasees of the Additional Land to be Annexed to the Project; (ii) contain a metes and bounds description of the Additional Land to be Annexed; and (iii) shall reallocate on an equitable basis the undivided interests in the Common Areas then contained within the amended Project. There are no other limitations upon Declarant's right to expand the Project. The Declarant is under no obligation, if it is in fact proceeds to develop the Adjacent real property, to annex the developed property into the Project.

22. Notices.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered 24 hours after a copy of the same has been deposited in the U.S. Postal Service, postage prepaid, return receipt requested. Notices to Unit Owners shall be addressed to each Unit Owner at the address given by such Unit Owner if no such address has been given to the Association, notices will be delivered to the Unit. Such address may be changed from time to time by notice in writing to the Association. Notice to the Association shall be addressed c/o Dennis Cloward, 7543 South 3500 East, Salt Lake City, Utah 84121.

23. No Waiver.

The failure of the Declarant, Association, Management Committee or any of their contractors to insist, in one or more instances, upon the strict performance of any and all of the terms, covenants, conditions, or restrictions of this Declaration or the Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed was a waiver or relinquishment, for the future of such terms, covenants, conditions, or restrictions; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Association or its contractor of the payment of any assessment from the Unit Owner, with knowledge of any breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Association or the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24. Enforcement.

Each Unit Owner shall strictly comply with the provisions of the Declaration and the Bylaws, the administrative rules and regulations and decisions issued pursuant thereto. The failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintenance by the Association or its designee on behalf of the Unit Owners, or in an appropriate case, by an aggrieved Unit Owner.

25. Declarant's Sales Program.

25.1 Sales, Models, Etc.

Notwithstanding any other provisions of this Declaration, until Declarant ceases to be a Unit Owner (hereinafter referred to as the "Occurrence", Declarant, its successors or assigns shall have the following rights, in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of any or all units owned by Declarant.

25.1.1 Declarant, its successors or assigns shall have the right to maintain a sales office and/or model Units. Such office and/or model Units may be units at any location owned by the Declarant

25.1.2 Declarant, its successors or assigns shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Project, or upon real property directly adjacent to the Project owned by the Declarant, but any such device shall be of a size and in a location as is reasonable and customary.

25.1.3 Declarant shall have the right to use the Common Areas and Facilities of the Project to entertain prospective purchasers or to otherwise facilitate Unit Sales, provided said use is reasonable as to both time and manner.

25.1.4 Declarant shall have the right from time to time to locate or relocate its sales office, model units and/or signs, banners, or similar devices, but in connection with each said location or relocation shall observe the limitations imposed by the preceding portion of this Article. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the project any signs, banners or similar devices.

26. Miscellaneous.

26.1 Severability

The provisions of the Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

26.2 Captions

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

26.5 Declarant's Rights Assignable

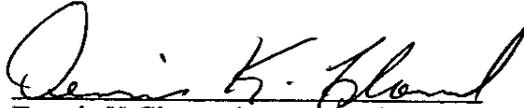
All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any mortgage covering all Units in the Project, title to which is vested in the Declarant, shall, at any given point in time and whether or not such mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant herein).

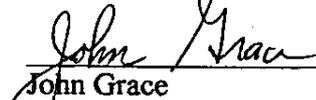
27. Agent for Service of Process.

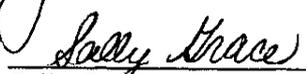
The name and address of the person in Salt Lake County, State of Utah appointed as first agent to receive service of process in matters pertaining to the property is; Dennis K Cloward, 7543 South 3500 East, Salt Lake City, Utah 84121.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this _____ day of _____ 2003.

Bengal Boulevard Condominiums.


Dennis K Cloward President


John Grace Vice President

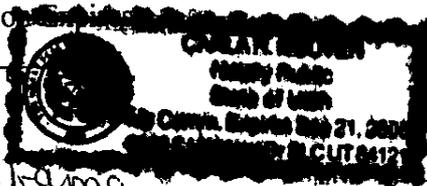

Sally Grace Secretary

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

On the 15th day of July, 2003, personally appeared before me Dennis K. Cloward who being first duly sworn, deposes and states that he is the President of Bengal Boulevard Condominiums and is authorized to execute the foregoing instrument on behalf of said corporation and that the same is true and accurate to the best of his knowledge and belief.

My Commission Expires

9-21-03



Carlos R. Nguyen
NOTARY PUBLIC
Residing in Salt Lake County, Utah

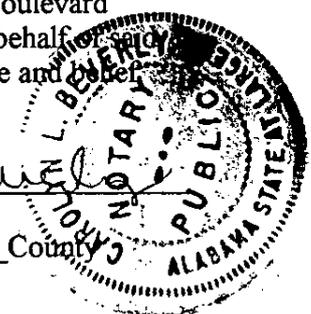
Alabama

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

On the 23rd day of May, 2003, personally appeared before me John Grace who being duly sworn, deposes and states the he is the Vice President of Bengal Boulevard Condominiums and is authorized to execute the foregoing instrument on behalf of said corporation and that the same is true and accurate to the best of his knowledge and belief.

My Commission Expires
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2006
BONDED THIRD PARTY NOTARY PUBLIC UNDERWRITERS

Carolyn L. Beverly
NOTARY PUBLIC
Residing in Baldwin County



Alabama

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

On the 23rd day of May, 2003, personally appeared before me Sally Grace who being duly sworn, deposes and states the she is the Secretary of Bengal Boulevard Condominiums and is authorized to execute the foregoing instrument on behalf of said corporation and that the same is true and accurate to the best of her knowledge and belief.

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2006
BONDED THIRD PARTY NOTARY PUBLIC UNDERWRITERS

Carolyn L. Beverly
NOTARY PUBLIC
Residing in Baldwin County

