

AMENDED AND RESTATED DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
OF TARA GARDENS CONDOMINIUM PURSUANT TO UTAH CODE ANNOTATED
57-8-1 ET SEQ (1953)

1. Submission of property. Tara Gardens Homeowners Association, 2263 East Tara Lane #1, Holladay, Utah 84117, hereby submits the following land managed by it for and in behalf of all of the Unit Owners and located in Salt Lake County, Utah, together with the buildings and improvements erected thereon, hereinafter collectively called the condominium, to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated 57-8-1 et seq (1953):

Beginning at a point on the West line of 2300 East Street, said point being South 0° 07' 30" East along the monument line of said 2300 East Street 253.09 feet and South 0° 52' West along said monument line 608.53 feet and leaving said monument line South 86° 27' West 33.10 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 86° 27' West 562.89 feet; thence South 86° 12' West 12.31 feet; thence South 0° 06' 53" West 186.75 feet; thence North 84° 53' 03" East 403.72 feet; thence North 3° 33' West 60.89 feet; thence North 86° 27' East 174.72 feet to the said West line of 2300 East Street; thence North 0° 52' East along said West line 114.84 feet to the point of beginning.

A list of all Units and parcel Numbers are set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Name and address. The condominium is known as "Tara Gardens". The addresses of the four condominium buildings are 2263, 2264, 2273 and 2283 Tara Lane, Holladay, Utah 84117.

3. Buildings. The buildings consist of 2 stories above ground and 1 story below ground. The usable interior space, which is divided into 32 individually owned units of approximately 39,241.44 square feet of floor space. This does not include the common areas to be described hereinafter.

The buildings are constructed of reinforced concrete and wood with a brick exterior. The buildings are supplied with electricity and each individual unit will contain its own heating and air conditioning equipment.

4. Units. Annexed hereto and made a part hereof as Exhibit A is a list of all units in the building, their unit designations, locations, approximate areas, common elements to which each has immediate access (all as shown on the floor plans of the building, which have been prepared by Bush and Gudgell, Inc., engineers, recorded with the Salt Lake County Recorder, and the percentage of ownership interest of each unit in the common elements has been determined on the basis of the proportion which the value of each unit bears to the total value of all units.

5. Description of Units. Condominium Unit or Unit means and refers to a separate physical part of the Property intended for independent use, consisting of rooms or spaces located

in a Building. Units are shown in the Map by single cross-hatching. Mechanical equipment and appurtenances located within any Unit or located without said Unit and designated to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioners, and related apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of inter alia and an appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which the Unit is situated shall be considered part of the Unit. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are used for or which serve more than one Unit, and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained. The boundaries of each Unit shall be as follows:

- (a) **Horizontal Boundaries.** Extending to the intersection with the vertical boundaries, each Unit's lower slab below the Unit's floor and each Unit's upper boundary shall be a plane coinciding with the top of the Unit's acoustic tile ceiling.
- (b) **Vertical Boundaries.** Extending to the intersection with each other and with the horizontal boundaries, each Unit's vertical boundaries shall be its perimetric walls.

6. Use of Units. Each of the units shall be used as a single family residence only. They shall also be used in such a manner as to not interfere with the use of adjoining units by the owners thereof.

7. Pets. Pets are not allowed

8. Common areas. The common elements consist of the entire condominium property, including all parts of the building other than the units, and including, without limitation, the following:

- (a) The land on which the building is erected;
- (b) All foundations, columns, girders, beams, and supports, including bearing walls;
- (c) All exterior walls of the building not including the portions thereof on the unit side of such walls; all walls and partitions separating units from corridors; stairs, and mechanical equipment spaces, other than the portions thereof between the unit side of such walls and partitions and any block work of such walls and partitions; the block work of all walls and partitions separating units and containing block work; the portions of the plaster partitions separating units between the center lines of the plaster on each side of such partitions; and all concrete floors and concrete ceilings;
- (d) Roofs, halls, corridors, lobbies, stairs, stairways and entrances to and exits from the building;

- (e) The janitorial closets, yards, gardens, greens, patios, swimming pool and any other recreational areas and facilities, parking and driveway areas, storage areas which are not designated as "limited common areas" as hereinafter defined and parking stalls which are not assigned for use with specific units.
- (f) All space devoted to the use of any persons employed in connection with the operation of the condominium property;
- (g) All central and appurtenant installations for services such as power, light, telephone, hot and cold water, (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units), and all other mechanical equipment spaces;
- (h) All common tanks, pumps, motors, fans, compressors, and control equipment;
- (i) All common sewer pipes;
- (j) All other parts of the condominium property and all apparatus and installations existing in the building or on the property for common use of necessary or convenient to the existence, maintenance, or safety of the condominium.

9. Limited common areas and facilities. The limited common areas and facilities consist of those portions of the condominium property which are reserved for the use of a certain unit to the exclusion of the other units.

10. Encroachments. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, a unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common elements upon any unit or of any unit upon any other unit or upon any part of the common elements shall be permitted, and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

11. Common elements inside units. The management committee to be elected by the unit owners pursuant to the By-Laws (attached as Exhibit B), shall have a right of access to each unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located within any of the units, to remove violations therefrom, and to maintain, repair, or replace such common elements and common elements located elsewhere in the building.

12. Power of attorney to Management Committee. Each unit owner by acceptance of a deed or other document of conveyance grants to the persons who shall from time to time constitute the management committee, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the management committee or its designee, corporate or otherwise, on behalf of all unit owners, and

to convey, sell, lease, mortgage, vote the votes appurtenant thereto, or otherwise deal with any such unit so acquired or leased. Any unit so acquired, together with any interest in the common elements or in other condominium property appurtenant thereto, shall be held by the management committee or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. A lease covering any unit or any portion of the common areas leased by the management committee, or its designee, corporate or otherwise, shall be held by the management committee, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

13. Person to receive service. The President, Nicole Divino, of 2283 Tara Lane #1, Holladay, Utah 84117, and her successor in interest are hereby designated to receive service of process in any action which may be brought against the condominium.

14. Units subject to Declaration, By-Laws, and Rules and Regulations. All present and future owners, tenants, and occupant of units, and their guests and invitees shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, and Rules and Regulations adopted pursuant thereto, as these instruments may be amended from time to time (the "Project Documents"). The acceptance of a deed or other document of conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of and agreement to be subject to and bound by the provisions of such instruments, as they may be amended from time to time, by such owner, tenant; or occupant, guest and invitee. The provisions contained in such instruments shall be covenants running with the land or equitable servitude, and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, document of conveyance, or lease thereof.

15. Amendment of Declaration. This Declaration may be amended by the affirmative vote of at least 66-2/3% in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such amendment shall be effective until recorded in the office of the Salt Lake County Recorder, State of Utah.

16. Action without a meeting. In any case in which the Declaration requires the vote of an owner for the 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 act or transaction from owners who collectively hold the required percentages, subject to the following conditions:

- (a) Notice in writing of the proposal is sent to all owners before the first consent is obtained;
- (b) All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained;
- (c) 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; and
- (d) Notice of the approval or disapproval of the proposal is sent to all owners at least ten (10) days before it becomes effective.

16. Invalidity. The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.


17. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

18. Enforcement and Right to Recover Attorneys Fees. Should the Association, Management Committee, or an aggrieved unit owner be required to take action to interpret or enforce the Project Documents, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise, the prevailing party may recover all of his costs, including a reasonable attorney's fee, which may arise or accrue thereby.

IN WITNESS WHEREOF, Tara Gardens Homeowners have caused this Declaration to be executed by its duly authorized officers this 25 day of May, 2004.

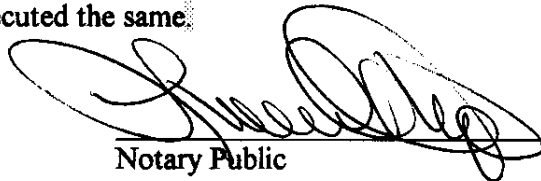
TARA GARDENS HOMEOWNERS ASSOCIATION

By: 
Name: Nicole Divino
Title: President

By: 
Name: Alex Smith
Title: Secretary

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

On the 25th day of May, 2004, personally appeared before me Nicole Divino and Alex Smith, who being by me duly sworn did say, each for himself, that she, the said Nicole Divino is the president, and he, the said Alex Smith, is the secretary of Tara Gardens Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its management committee and said Nicole Divino and said Alex Smith each duly acknowledged to me that said Association executed the same.



Notary Public
Residing in Salt Lake City, Utah

My Commission expires:

11-15-04

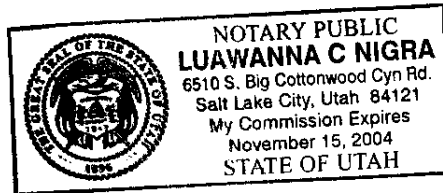


EXHIBIT A

BUILDING NUMBER	UNIT DESIGNATION	LOCATION	APPROXIMATE AREA	WHICH UNIT HAS IMMEDIATE ACCESS	PERCENTAGE OF INTEREST IN THE COMMON AREAS & IN THE COMMON EXPENSES	
					(Also determinative of Voting Right)	
A	1	Southwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	2	Northwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	3	Northeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	4	Southeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
A	5	Southwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
A	6	Northwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
A	7	Northeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
A	8	Southeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	1	Southwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	2	Northwest Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	3	Northeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	4	Southeast Corner of Second Level	1,226.295 sq. ft.	Central Lobby Second Level	3.125%	
B	5	Southwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	6	Northwest Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	7	Northeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	
B	8	Southeast Corner of Third Level	1,226.295 sq. ft.	Central Lobby Third Level	3.125%	

EXHIBIT A (continued)

C	1	Southwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	2	Northwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	3	Northeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	4	Southeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
C	5	Southwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
C	6	Northwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
C	7	Northeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
C	8	Southeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	1	Southwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	2	Northwest Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	3	Northeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	4	Southeast Corner of Second Level	1,226,295 sq. ft.	Central Lobby Second Level	3.125%
D	5	Southwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	6	Northwest Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	7	Northeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
D	8	Southeast Corner of Third Level	1,226,295 sq. ft.	Central Lobby Third Level	3.125%
TOTALS			39,241.44 sq. ft.		100.00%

EXHIBIT "B"

BY-LAWS OF TARA GARDENS, A UTAH CONDOMINIUM PROJECT

ARTICLE I

Plan of Unit Ownership

Section 1. **Unit Ownership.** The property located at 2263, 2264, 2273 and 2283 East Tara Lane, Salt Lake City, Utah, (hereinafter called the "Condominium") has been submitted to the provisions of Utah Code Annotated 57-8-1 et seq. (1953) by the Declaration recorded in the office of the Salt Lake County Recorder simultaneously herewith.

Section 2. **Application of By-Laws.** The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term "Condominium" property as used herein shall include the land, the building, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of Utah Code Annotated 57-8-1 et seq. (1953).

Section 3. **Application.** All present and future owners, mortgagees, lessees, and occupants of units and any other persons who may use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration, and any rules and regulations pertaining to use and operation of the Condominium property, which may be enacted hereafter. The acceptance of a deed or conveyance, or the entering into of a lease, or the act of occupancy of a unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 4. **Office.** The office of the Condominium and of the Management Committee shall be located at 2283 East Tara Lane, Salt Lake City, Utah.

ARTICLE II

Management Committee

Section 1. **Number and Qualification.** The affairs of the Condominium shall be governed by a Management Committee. The Management Committee shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of units.

Section 2. Powers and Duties. The Management Committee shall have the powers and duties necessary for the administration of the affairs of the Condominium, except such powers and duties, as by law or by the Declaration of these By-Laws may not be delegated to the Management Committee by the unit owners. The powers and duties to be exercised by the Management Committee shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common elements;
- (b) Determination of the amounts required for operation, maintenance and other affairs of the Condominium;
- (c) Collection of the common charges from the unit owners;
- (d) Employment and dismissal of any personnel deemed necessary for the efficient maintenance and operation of the Condominium;
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium property;
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;
- (g) Purchasing, leasing, or otherwise acquiring in the name of the Management Committee, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Management Committee;
- (h) Purchasing units at foreclosure or other judicial sales in the name of the board of managers, or its designee, corporate or otherwise, on behalf of all unit owners;
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Management Committee), or otherwise dealing with units acquired by, and subleasing units leased by the Management Committee of its designee, corporate or otherwise, on behalf of all unit owners;
- (j) Organizing corporations to act as designee of the Management Committee in acquiring title to or leasing of units on behalf of all unit owners;

- (k) Leasing space in common areas or granting licenses for vending machines, if such are deemed appropriate;
- (l) Obtaining insurance for the Condominium property, including the units, pursuant to the provisions of Article V, Section 2 hereof; and
- (m) Making repairs, additions, and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. **Managing Agent and Manager.** The Management Committee may employ for the Condominium a managing agent or manager at a compensation established by the Management Committee, to perform such duties and services as the Management Committee shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k), (l), and (m) of Section 2 of this Article II. The Management Committee may delegate to the manager or managing agent, all of the powers granted to the Management Committee by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), and (j) of Section 2 of this Article II.

Section 4. **Election and Term of Office.** At the first annual meeting of the unit owners, the term of office of the two members of the Management Committee shall be fixed at one year and the term of office of three members of the Management Committee shall be fixed at two years. At the expiration of the initial term of office of each respective member of the Management Committee, his successor shall be elected to serve for a term of two years. The members of the Management Committee shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. **Removal of Members of the Management Committee.** At any regular or special meeting of unit owners, any one or more of the members of the Management Committee may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Management Committee whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by a vote of the majority of the remaining members at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Management Committee for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Management Committee following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Management Committee shall have been elected, and no notice shall be necessary to the newly elected members of the Management Committee in order legally to constitute such meeting, providing a majority of the whole Management Committee shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time by a majority of the members of the Management Committee, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Management Committee shall be given to each member of the Management Committee, in writing, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Management Committee may be called by the president on three business days' notice to each member of the Management Committee, given in writing, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Management Committee shall be called by the president or secretary in like manner and on like notice on the written request of at least two members of the Management Committee.

Section 10. Waiver of Notice. Any member of the Management Committee, may, at any time, waive notice of any meeting of the Management Committee, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting of the board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Management Committee are present at

any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Management Committee. At all meetings of the Management Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Management Committee present at a meeting at which a quorum is present shall constitute the decision of the Management Committee. If at any meeting of the Management Committee there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Compensation. No member of the Management Committee shall receive any compensation from the Condominium for acting as such.

Section 13. Liability of the Management Committee. The members of the Management Committee shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Management Committee against all contractual liability to others arising out of contracts made by the Management Committee on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Management Committee shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Management Committee or out of the indemnity in favor of the Management Committee shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Management Committee or by the managing agent or by the manager on behalf of the Condominium shall provide that the Management Committee, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE III

Unit Owners

Section 1. **Annual Meetings.** The annual meetings of the unit owners shall be held on the fourth Thursday of January of each succeeding year, or, not later than fifteen days after that date, as determined by the Board. At such meetings the Management Committee shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. **Place of Meetings.** Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the owners as may be designated by the Management Committee.

Section 3. **Special Meetings.** It shall be the duty of the president to call a special meeting of the unit owners if so directed by resolution of the Management Committee or upon a petition signed and presented to the secretary by unit owners owning a total of at least 75% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** The secretary shall mail or deliver to each unit owner of record a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owners shall have designated by notice, in writing, to the secretary. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. **Adjournment of Meetings.** If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. **Order of Business.** The order of business at all meetings of the unit owners shall be determined by the president, in conjunction with the Management Committee.

Section 7. **Title to Units.** Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants.

Section 8. **Voting.** The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the secretary, and shall be revocable at any time by written notice to the secretary by the owner or owners so designating. The total number of votes of all unit owners shall be 100 and each unit owner shall be entitled to cast the number of votes listed in Exhibit A which is attached to the Declaration which is on file in the office of the Salt Lake County Recorder.

Section 9. **Consent in Lieu of Voting at Meeting.** In any case in which the Declaration requires the vote of an owner for the 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 act or transaction from owners who collectively hold the required percentages, subject to the following conditions:

- a. Notice in writing of the proposal is sent to all owners before the first consent is obtained;
- b. All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained;
- c. 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; and
- d. Notice of the approval or disapproval of the proposal is sent to all owners at least ten (10) days before it becomes effective.

Section 10. **Majority of Unit Owners.** As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 75% of the total authorized votes of unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 11. **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-half of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 12. **Majority Vote.** The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these By-Laws.

ARTICLE IV

Election and Duties of Officers

Section 1. **Designation.** The officers of the Condominium shall be president, vice president, secretary, and treasurer, all of whom shall be elected by the Management Committee.

Section 2. **Election of Officers.** Officers shall be elected annually by the Management Committee at the organization meeting of each new Management Committee and shall hold office at the pleasure of the Management Committee.

Section 3. **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Management Committee, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Management Committee, or at any special meeting of the Management Committee called for such purpose.

Section 4. **President.** The president shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and of the Management Committee. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of Utah, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President.** The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act.

Section 6. **Secretary.** The secretary shall keep the minutes of all meetings of the unit owners and of the Management Committee; he shall have charge of such books and papers as the Management Committee may direct; and he shall, in general, perform all the duties incident to the office of the secretary of a stock corporation organized under the Business Corporation Law of the State of Utah. The Management Committee shall have the power to hire

one or more secretaries or bookkeepers to assist the secretary or treasurer in the performance of their responsibilities hereunder.

Section 7. Treasurer. The treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Management Committee, or the managing agent, in such depositories as may from time to time be designated by the Management Committee.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by two officers of the Condominium or by such other person or persons as may be designated by the Management Committee.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. The Management Committee shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges required to meet the common expenses of the Condominium, and allocate and assess such common charges against the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Management Committee pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Management Committee may deem proper for the operation and maintenance of the Condominium property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Management Committee or its designee, corporate or otherwise, on behalf of all unit owners, of any unit

whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Management Committee shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 2. Insurance. The Management Committee shall be required to obtain and maintain, to the extent obtainable, the following insurance:

- (a) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring the entire building (including all of the units and the fixtures initially installed therein by the Sponsor, but not including furniture, furnishings, or other personal property supplied or installed by unit owners), together with all air-conditioning equipment and other service machinery contained therein; such insurance shall cover the Condominium, the Management Committee, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the building, without deductions for depreciation. Each policy shall contain a standard mortgagee clause in favor of each mortgagee of a unit which shall provide that proceeds shall be payable to such mortgagee as its interest may appear, subject, however, to payment provisions in favor of the Management Committee as hereinafter set forth;
- (b) Workmen's compensations insurance for employees hired by the Condominium;
- (c) Such other insurance as the Management Committee may determine.

All such policies shall provide that adjustment of loss shall be made by the Management Committee and that the net proceeds thereof shall be payable to the Management Committee.

All policies of physical damage insurance shall contain provisions agreeable to the Management Committee. Prior to obtaining any policy of fire insurance or any renewal thereof, the Management Committee shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the building, including all of the units and all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Management Committee shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Management Committee may from time to time determine, covering each member of the Management Committee, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Management Committee shall review such limits once each year.

Unit owners shall not be prohibited from carrying other insurance for their own benefit, provided that the liability of the carriers issuing insurance obtained by the Management Committee shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. Repair or Reconstruction after Damage. In the event of damage to or destruction of the building as a result of fire or other casualty (unless 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the Management Committee shall arrange for the prompt repair and restoration of the building, and the Management Committee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any costs of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Management Committee may assess all the unit owners for such deficit as part of the common charges.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration, the Condominium property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Management Committee or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Section 4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Management Committee pursuant to the provisions of Section 1 of this Article V at such time or times as the Management Committee shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer, or other conveyance by him thereof (made in accordance with the provisions of Section 1 of Article VII of these By-Laws). A unit owner may, subject to the conditions specified in these By-Laws, and provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Management Committee, its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The Management Committee shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Management Committee the assessed common charges, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Management Committee in any proceeding brought to collect such unpaid common charges. The Management Committee shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Utah Code Annotated 57-8-20 (1953) in the manner provided therein.

Section 7. Enforcement and Right to Recover Attorneys Fees. Should the Association, Management Committee or an aggrieved Unit Owner be required to take action to interpret or enforce the Declaration, by-laws, or Rules and Regulations, or to pursue any remedy

provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise, the prevailing party may recover all of his costs, including a reasonable attorney's fee, which may arise or accrue thereby.

Section 8. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Management Committee to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Management Committee, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 9. Statement of Common Charges. The Management Committee shall promptly provide any unit owner, who makes a request, in writing, with a written statement of his unpaid common charges.

Section 10. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Management Committee, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Management Committee the right, in addition to any other rights set forth in these By-Laws:

- (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 11. Maintenance and Repair.

- (a) All maintenance of and repairs to any unit, structural or nonstructural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein not necessitated by the negligence, misuse, or neglect of the owner of such unit) shall be made by the owner of

such unit. Each unit owner shall be responsible for all damages to any other unit and to the common elements resulting from his failure to effect such maintenance and repairs.

- (b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside of the units (unless necessitated by the negligence, misuse, or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Management Committee and be charged to all the unit owners as a common expense.

Section 12. Use of Units. In order to provide for congenial occupancy of the Condominium property and for the protection of the values of the units, the use of the Condominium property shall be subject to the following limitations.

- (a) The units shall be used in such a manner as to be in harmony with the building and zoning regulations affecting the property.
- (b) Pets are not allowed.
- (c) The common areas shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of units.
- (d) No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Condominium property by its occupants.
- (e) No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Management Committee, whichever shall have the obligation to maintain or repair such portion of the Condominium property.

Section 13. Additions, Alterations, or Improvements by Management Committee. Whenever in the judgment of the Management Committee the common elements shall require additions, alterations, or improvements costing in excess of \$5,000.00, and the making of such

additions, alterations, or improvements shall have been approved by a majority of the unit owners, the Management Committee shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing \$5,000.00 or less may be made by the Management Committee without approval of the unit owners or any mortgagees of units and the cost thereof shall constitute a common charge.

Section 14. Additions, Alterations, or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration, or improvement in or to his unit, without the prior written consent thereto of the Management Committee. The Management Committee shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration, or improvement in such unit owner's unit within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Management Committee to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the Management Committee. The Management Committee shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement. The provisions of this Section 13 shall not apply to units owned by the Sponsor until such units shall have been initially sold by the Sponsor and paid for.

Section 15. Use of Common Elements and Facilities. A unit owner shall not place any furniture, packages, or objects in the public halls, stairways, elevators, or other common areas or common facilities, except in an area designated as a storage area. The public halls, stairways, and elevators shall be used for no purpose other than for normal transit.

Section 16. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Management Committee, the manager, or the managing agent, to make inspections; to correct any condition originating in his unit and threatening another unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements in his unit or elsewhere in the building; and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled

for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 17. Rules of Conduct. Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Management Committee with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Management Committee to each unit owner prior to their effective date.

Section 18. Water and Sewer Charges and Refuse Removal. Water shall be supplied to all of the units and the common elements and the Management Committee shall pay, as a common expense, all charges for water consumed on the Condominium property, together with all related sewer costs arising therefrom, promptly after the bills therefor are rendered. The Management Committee shall have the authority to contract for the removal of refuse from the Condominium. The cost of such refuse removal shall be considered a common expense.

Section 19. Electricity. Electricity shall be supplied by the public utility company serving the Condominium directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common elements shall be separately metered, and the Management Committee shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

ARTICLE VI

Mortgagees

Section 1. Notice of Unpaid Common Charges. The Management Committee, whenever so requested in writing by a mortgagee of a unit shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

Section 2. Notice of Default. The Management Committee, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Management Committee.

Section 3. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

Sales and Leases of Units

Section 1. Leases. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a unit. In order for the Association to:

- 1.1 Protect the equity of the individual property owners at the TARA GARDENS CONDOMINIUM PROJECT ("the Project");
- 1.2 Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied units and to prevent the Project from assuming the character of an apartment, renter-occupied complex; and
- 1.3 Comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied, leasing of a unit or units shall be prohibited, except in the case of undue hardship as provided below.

The Management Committee shall be empowered to allow up to twenty (20%) percent of the units in the Project to be rented, leased or occupied by non-owner residents. No unit may be leased without the prior written consent of the Management Committee.

a. **Application.** Any owner who intends to lease his unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the units in the Project are owner-occupied. For purposes of this section, the term "owner-occupied" shall mean a unit occupied by one of the following: (1) the reputed owner as shown on the records of the Salt Lake County Recorder, (2) the spouse, children or parents of the reputed owner, (3) the shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided such person holds a beneficial interest in such legal entity of at least 50%) and/or his spouse, children or parents.

b. **Hardship Exception.** The Management Committee, in its sole discretion, shall be empowered to allow reasonable leasing of units beyond the percentage limitation set forth above upon written application to avoid undue hardship on an owner. By way of illustration and not by

limitations, examples of circumstances which would constitute undue hardship are those in which: (1) an owner must relocate his residence and cannot, within ninety (90) days from the date the unit was placed on the market, sell the unit while offering it for sale at a reasonable price no greater than its current appraised market value; (2) the owner dies and the unit is being administered by his estate; (3) the owner takes a leave of absence or temporarily relocates and intends to return to reside in the unit; (4) the unit is to be leased to a member of the owner's immediate family, which be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses. Those owners who have demonstrated that the inability to lease their unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease their units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship.

3. Application for Hardship Exception. Any owner who believes that he must lease his unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Management Committee may reasonable require. Leasing in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the owner's application. When a lease is approved, a copy of the lease, signed by the lessee and lessor, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.

4. Leasing Restrictions. Any agreement for the leasing, rental, or occupancy of a Unit must be in writing and a copy thereof shall be delivered to the Management Committee upon request. By virtue of taking possession of a unit, each lessee agrees to be subject to and abide by these restrictive covenants, and further agrees that any covenant violation shall be considered a default under the lease. No owner shall be permitted to lease his unit for transient, hotel, seasonal, vacation, short-term, or boarding house purposes. Daily or weekly rentals are prohibited. No owner may lease individual rooms to separate persons or less than his entire unit without the prior written consent of the Management Committee. The minimum initial lease term must be six (6) months.

5. Leasing Rules and Regulations. The Management Committee shall have the power to make and enforce leasing reasonable rules and regulations.

6. Grandfather Clause. Anything to the contrary notwithstanding, the foregoing

restrictions shall not apply to the units (the "Grandfathered Units") noted below. The "Grandfathered" units may continue to be leased without restriction for so long as record title to said units remains vested in the name of the respective owner(s) thereof (the "Grandfathered Owner(s)"). The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the "Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty (50%) percent. Upon the conveyance of the "Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said unit shall immediately become subject to the restrictions set forth above.

Rental Number	Unit No.	Street Address:	Name of Owner(s)
1	A-4	2283 E. Tara Lane	Myrlene Roylance
2	A-7	2283 E. Tara Lane	Bryan McCurdy
3	A-8	2283 E. Tara Lane	Verna Quilter
4	B-1	2273 E. Tara Lane	Lee Ericson
5	B-2	2273 E. Tara Lane	Alex Smith
6	C-7	2263 E. Tara Lane	Eric & Tobi Mott
7	D-5	2264 E. Tara Lane	Dusten & Brandy Cooper

Section 2. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Management Committee all unpaid common charges theretofore assessed by the Management Committee against his unit and until he shall have satisfied all unpaid liens against such unit.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Management Committee. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Management Committee shall arrange for the repair and restoration of such common elements, and the Management Committee shall

disburse the proceeds of such award to the contractors engaged in such repair and restoration of appropriate progress payments. In the event that 75% or more of all unit owners do not duly and promptly approve the repair and restoration of such common elements, the Management Committee shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws.

ARTICLE IX

Records

Section 1. **Records and Audits.** The Management Committee or the managing agent shall keep detailed records of the actions of the Management Committee and the managing agent, minutes of the meetings of the Management Committee, minutes of the meetings of the unit owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Management Committee to all unit owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, or" by a qualified accountant", as the Board shall determine, shall be rendered by the Management Committee to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. **Notices.** All notices to the Management Committee shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Management Committee or to such other address as the Management Committee may hereafter designate from time to time. All notices to any unit owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing, to the Management Committee. All notices to mortgagees

of units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing to the Management Committee. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the By-Laws or the intent of any provisions thereof.

Section 4. **Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. **Waiver.** No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI

Amendments to By-Laws

Section 1. **Amendments to By-Laws.** Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes. A copy of any such amendment must be filed with the Salt Lake County Recorder before such amendment shall be valid. Section 1 of Article III, insofar as it provides that the Sponsor, so long as it is the owner of one or more units, shall be entitled to elect at least one member of the Management Committee; Section 8 of Article III, insofar as it provides that the Sponsor, so long as it is the owner of one or more units, may vote the votes appurtenant thereto; Section 13 of Article V, insofar as it provides that the provisions of such.

ARTICLE XIII

Conflicts

Section 1. **Conflicts.** These By-Laws are set forth to comply with the requirements

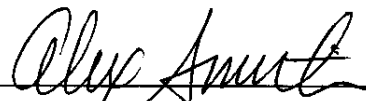
of Utah Code Annotated 57-8-1 et seq. (1953). In case any of these By-Laws conflict with the provisions of such statute or of the Declaration, the provisions of such statute or of the Declaration, as the case may be, shall control.

IN WITNESS WHEREOF, TARA GARDENS CONDOMINIUMS HOMEOWNERS ASSOCIATION has caused these BY-LAWS to be executed by its duly authorized officers this 25 day of May, 2004.

TARA GARDENS CONDOMINIUMS HOMEOWNERS ASSOCIATION


ATTEST:

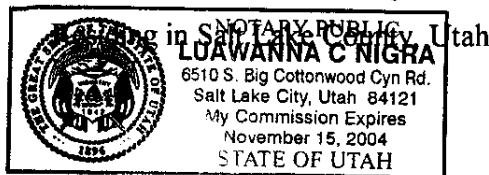
By  _____
President

 _____
Secretary

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

On the 25th day of May, 2004, personally appeared before me Nicole Divino and Alex Smith, who being by me duly sworn did say, each for himself, that she, the said Nicole Divino is the president, and he, the said Alex Smith is the secretary of TARA GARDENS CONDOMINIUM HOMEOWNERS ASSOCIATION, and that the within and foregoing instrument was signed in behalf of said association by authority of a resolution of its Management Committee and said Nicole Divino and Alex Smith each duly acknowledged to me that said Management Committee executed the same.

 _____
Notary Public



My commission expires: 11-15-04

Tara Gardens Homeowners Association

Amended House Rules and Regulations

October 1, 2002

1. It shall be the responsibility of every owner or their tenant to maintain the premises and/or common area, which is shared equally by each unit owner. Contractors are hired for cleaning, but each owner or their tenant is responsible to clean up any mess they make in the common area.
2. The common area is the two foyers or lobbies (first floor and second floor) in the buildings, including the front and back stairways and hallways, storage closets, and the basement parking area. Outside the buildings, the common area includes all grounds and driveway, swimming pool, patios adjacent to the buildings and the parking area in front of the buildings and the lot at the end of the buildings.
3. Owners and their tenants shall not obstruct the use of foyers, stairways, hallways and garage areas. The parking area in the garages should not be used for storage.
4. No owner or their tenants shall make or permit any noises that will disturb or annoy occupants of the building or do that which will interfere with the rights, comfort or convenience of other owners.
5. Dry garbage should be taken direct to the dumpster secured in a proper closed receptacle, such as trash bags that can be tied at the top.
6. Wet garbage shall be disposed of in the disposals, or taken direct to the dumpster in a secured receptacle. Care should be taken in placing anything down the sink or toilet that could clog up the plumbing, such as fruit or vegetable peelings. Be sure to run plenty of water after using disposal to flush out the drain.
7. Changes to be made by an owner, such as a window installation of an air conditioner, awnings, window guards, ventilators and fans, additional radio or television antennas, satellite dishes etc., require the written approval of the Board of Managers before the changes are made.
8. The owner is responsible for the conduct of all renters. The Board of Managers requires a statement from new owners or renters stating that they have received, read, and agreed to observe the rules.
9. **PETS ARE NOT ALLOWED.**
10. Owners and their tenants are expected to maintain the security of the building in the following manner:
 - a. Secure all doors that lead from the building after use.
 - b. Make certain these doors cannot be pulled open after being closed.

c. Close all garage doors after entering or leaving.

11. Vehicle Policies:

- 11.1 No vehicle shall be parked in the basement parking area that prevents another owner or tenant from ready access to their stall.
- 11.2 Automobiles are not to be left on Tara Lane after 10 p.m.; they should be parked in the garage or in the parking area at the rear of the property. In the daytime, automobiles should not be parked in the red area except for temporary loading and unloading of the vehicle.
- 11.3 In the allocation of garage stalls, the Board of Managers will be guided by the following policies:
 - a. One stall shall be allocated to the owner of each unit. This stall is reserved for the owner, whether it is used or not.
 - b. Owners and their tenants in a particular building shall be given preference when second stalls are allocated in that building. Any allocation of a second stall shall be delegated at a fee of \$15 a month. Any allocation of a second stall to an owner or tenant in another building shall terminate upon request from an owner within the particular building.
 - c. Any owner seeking a third stall may be able to make private arrangement with an owner who is not using their assigned stall, or if one is available, it may be rented for \$25 a month.
 - d. When there are more requests for an additional stall than there are available stalls in one building, the Board will give consideration to the length of time the owners have resided in Tara Gardens.
- 11.4 Each owner or tenant shall make use of only those parking spaces and storage lockers, assigned to them. Owners and their tenants are responsible to keep their automobiles and storage lockers locked at all times. The Owners Association shall not be responsible for theft or damage or loss of articles missing from automobiles and lockers.

12. Owner's fees are due the first day of the month and are past due on the fifth of the month. A late penalty fee will be assessed of \$10 if not paid by the tenth of the month, beginning as of May 1, 2000.

13. For access in case of lockout, each owner and tenant, shall leave a set of keys to their unit with another owner of choice. Each building will have one owner designated and given a master key to enter a unit where an emergency arises in the absence of the owner or tenant.

14. Each owner shall provide the Board of Managers with the name, address and telephone number of a "next of kin" in the event of an emergency that impairs an owner from further ability to handle their own affairs or in case of absence.

15. The Board of Managers will assess a fee for electricity used for the operation of a

refrigerator or other appliance in the storage locker, and for the use of an extra storage room.

16. Patio areas between buildings, the lawn next to the pool, and the pool deck area is for the leisure use of owners and tenants. Other areas are not to be used for this purpose.

17. Separate regulations for the use of the swimming pool will be given to each owner every year, of which regulations shall also be posted at the swimming pool. These regulations shall be strictly observed.

18. Children shall not play in lobbies, foyers, stairways, ramps, driveways or garage areas. Skateboards are prohibited on any area of the property. Bikes shall not be ridden inside the garages.

9075530
05/28/2004 01:02 PM 74.00
Book - 8994 Pg - 3822-3854
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ALEXANDER SMITH
1740 E VISCONTI DR
SANDY UT 84093
BY: SBM, DEPUTY - MI 33 P.