

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1993 DEC 27 09:49 AM FEE \$52.00 BY DMS  
REQUEST: SILVER SPRINGS TOWNHOUSE

AMENDED CONDOMINIUM DECLARATION

OF

SILVER SPRINGS TOWNHOUSE CONDOMINIUMS  
SILVER MEADOW PHASE  
INCLUDING COVENANTS AND RESTRICTIONS

THIS DECLARATION is made as of the date hereinafter set forth pursuant to the Utah Condominium Ownership Act, and its amendments, to replace a previously recorded Declaration known as Entry No. 182870; in Book 196 Pages 410 through 454; and, Amendment to Condominium Declaration known as Entry No. 189698 Book M215 Pages 344 through 349; THIS DOCUMENT SHALL INCLUDE THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF SAID CORPORATION TOGETHER WITH THIS DECLARATION.

RECITALS

A. The Declarants are the Board of Directors of the Silver Meadows Homeowners Association.

B. This document is created in order to insure the efficient preservation of the values and amenities of the Condominium Project; a Management Committee for the Project is established in this Declaration to which are delegated and assigned the powers for managing, enforcing and administering the covenants, conditions and restrictions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

I. Definitions: The terms used herein shall have the meaning stated in the Utah Condominium Act and as follows unless the context otherwise requires.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated) as the same may be amended from time to time.

2. Declaration shall mean and refer to this Declaration.

3. By-Laws shall mean and refer to the By-Laws attached to this Declaration and made a part hereof.

4. Map shall mean and refer to the Record of Survey Map filed in the Office of the County Recorder of Summit County, State of Utah and captioned "Record of Survey map of Silver Meadow Phase, SILVER SPRINGS TOWNHOUSE CONDOMINIUMS."

5. Property shall mean and refer to the real property described in Article II, all improvements and the structures thereon, all easements, rights and appurtenances belong thereto, and all articles of personal property intended for use in connection therewith.

6. Common Areas or the Common Areas and Facilities shall mean and refer to and include those definitions listed in the ACT and those listed specifically within this Declaration.

7. Condominium Unit or Unit means and refers to one of the townhouse Units intended for independent use as defined in the ACT and as shown in the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning 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 as 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 of 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.

8. Management Committee or the Committee shall mean and refer to the Management Committee or Management Company of the Silver Meadows Condominiums; those members of the Homeowners' Association who have been elected to those offices by the Officers of the Homeowners' Association or the company retained by those officers to perform the services of management. The officers of the Homeowners Association may be the management committee.

9. Common Expenses shall mean all costs necessary for use, maintenance, and repair of the Common Areas together with the replacement of those common elements that must be replaced on a periodic basis, together with all items, things and sums described in the ACT which are lawfully assessed against the Unit Owners in accordance with the ACT, this Declaration, the By-Laws, such rules, regulations and other determinations and agreements pertaining to the Project as the Management Committee, or the Association, as hereinafter mentioned may from time to time adopt.

10. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

11. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a deed of trust.

12. Limited Common Areas and Facilities or Limited Common Areas shall mean the porches and patios, if any, and their associated facilities as reserved for use of the Unit to which they are adjacent to the exclusion of other Units, provided such areas are built or attached only after approval of the Management Committee according to the other provisions of this declaration, subject to all Common Area uses and needs. No unit shall be deemed to have a right to such an area and shall be solely in the control and discretion of the Management Committee.

13. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and incorporated herein and in the Map.

14. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the ownership of undivided interest in the Common Areas which is appurtenant thereto. In the event a Unit is the subject of an executory contract of sale, the contract buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

15. Condominium shall mean and refer to the Silver Meadows Condominiums.

II. Submission to the Act: The Homeowners' Association hereby submits to the provisions of the Act the following described real property (Silver Meadows Condominiums) situated in the County of Summit, State of Utah:

Beginning at a point which is N 89° 15'54" R/. 2960.86 feet along the Section Line and North 581.12 feet from

the Southwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence West, 96.00 feet; thence N 71°00'00" West, 286.72 feet to a point on a 386.68 foot radius curve to the left (radius point bears N 71°0'00" West ), said point also being on the centerline of Silver Springs Drive; thence Northerly along said curve 128.23 feet to a point on a 356.27 foot radius curve to the left (radius point bears West) thence Northerly along said curve 127.47 feet to the Southwest corner of Lot 1, Silver Springs Plat 1A, thence along the boundary of said Plan 1A N 69°30'00" E. 80.70 feet to a point on a 1161.06 foot radius curve to the right (radius point bears S 20°30'00" East); thence Easterly along said curve 344.49 feet to a point on a 387.55 foot radius curve to the left (radius point bears N 3°30'00"W); thence Easterly along said curve 24.69 feet; thence S 6°W, 264.08 feet; thence S 22°00'00" W, 106.00 feet; thence South, 85.00 feet' to the point of beginning. Containing 3.38 Acres.

SUBJECT TO all easements and rights of way as existing or of record, including but not limited to all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, water distribution and sewer collection, and related facilities which are located within the above described parcel.

III. Covenants, Conditions and Restrictions: The foregoing submission is made under the following covenants, conditions and restrictions:

1. Silver Meadows Condominiums is divided into 18 units contained in 4 buildings. Two buildings contain 5 Units and two contain 4 Units. No Units contain a basement, and some Units contain a loft or upper floor.

2. Description and Legal Status of Units. The Map shows the Unit number of each Unit, its location, dimensions from which its area may be determined, the Limited Common Areas which are reserved for its use, and the Common Areas of the Project.

3. Undivided Ownership Interest in the Common Areas. Each Unit has an undivided ownership interest in the Common Areas of the Condominium Project proportionate to the size of such Unit in square feet of floor area vis-a-vis the aggregate size of all Units in square feet in Silver Meadows. Such undivided interest is set forth on Exhibit "A" attached hereto and made a part hereof. No Unit Owner may waive his right to the use and benefit of the Common Areas, or in any other way avoid his obligation for payment of Common Expenses.

4. Determination of Interest in Common Areas. The proportionate share of the Unit Owners in the Common Areas of the Project is based upon the square feet of floor area of a Unit vis-a-vis aggregate square feet of floor area of all Units as more particularly set forth in paragraph III-26(e) of this Declaration. The percentage ownership in the Common Areas shall apply to assessment for Common Expenses, but voting in the Association shall be on the basis of one Unit - one vote.

5. Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither to ownership of undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

6. Silver Meadows Homeowners' Association. All Unit Owners in the Silver Meadows Condominiums shall, upon becoming same, automatically become members of the Homeowners' Association which shall own, maintain and administer certain facilities, maintain the Common Areas of the Project, and enforce the covenants and restrictions as imposed herein or in rules and regulations adopted by the Association and collect and disburse the assessments and charges referred to herein or otherwise authorized by the Administration. Further, the Homeowners' Association belongs to and shall hereinafter belong to the Silver Springs Master Homeowners' Association. Said membership shall be represented in the Master Association by a designated office of the Homeowners' Association and shall attend meetings thereof. The Homeowners' Association shall have one vote for its organization in the membership of the Master organization. Membership in the Master Association shall entitle the Unit Owners the right to the use of the neighborhood parks, including tennis courts and pocket parks as well as the large park. The Homeowners' Association shall be assessed annually upon proper notice and such assessment shall be put before the Homeowners' Association for information, approval and vote. The assessments from the Master Association are for the maintenance and improvements of the communal enjoyments.

7. Membership and Voting Rights of the Association.

(a) Membership. Membership in the Homeowners' Association shall be appurtenant to the Unit in which the Owner has the necessary interest. Neither membership in the Association nor any of the votes attributable to a membership shall be separated from the Unit to which the same appertains.

(b) Voting Rights. The Association shall have one class of voting membership which shall be, with respect to each Unit in which the interest required for membership is held, one vote for each Unit owned. Should there be more than one owner of a Unit then in that event a vote cast at any Association meeting by any of the owners, whether in person or by proxy, shall be conclusively presented to be the vote attributable to the Unit unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote attributable to such Unit shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

8. Holding Title. Title may be held to any Unit pursuant to the Laws of the State of Utah.

9. No partition. The Common Areas are owned in common by all the owners of Units, and no Unit Owner may bring action for partition thereof.

10. Use of Common Areas and Limited Common Areas. Subject to the limitations contained in this Declaration, any Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein (and on the Map) for the exclusive use by such Unit Owner.

11. Restrictions of Use of Common Areas. Each Owner's right and easement of use and enjoyment concerning the Common Areas created hereby shall be subject to the following:

(a) The right of the Association to suspend an Owner's right to the use and enjoyment of any amenities included in the Common Areas for any period during which an assessment of such Member's Unit remains unpaid, and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or of any rules or regulations promulgated by the Association;

(b) The right of the Association to impose reasonable

limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to the public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer by the Association shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Owner at least thirty (30) days in advance of any action taken unless an instrument signed by every Owner has been recorded, agreeing to such dedication, transfer, purpose or condition.

12. Unit Maintenance. Each Owner shall at his own cost and expense maintain and repair the interior of each owned Unit, including replacement of windows and doors, forming the boundaries of his Unit. In addition to keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing, heating and/or air conditioning equipment or any other appliance that may be in, or connected with, his Unit, including all water and other utility lines leading to his individual Unit.

13. Maintenance of Common Areas. The Association, acting through the Management Committee, shall provide for such maintenance and operation of the Common Areas as may be necessary to keep them clean, functional, attractive and generally in good condition and repair. In addition, each Owner shall at his own cost keep the Limited Common Areas designed for use in connection with his Unit clean and free of debris at all times as well as in a safe condition for themselves or the general public. The term general public refers to any person passerby not necessarily a Unit Owner.

14. Damages Resulting from Repairs. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of repairs within another Unit at the instance of the Association or of Unit Owners shall be fully repaired and compensated for by the Association; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to paragraph III of this Declaration.

15. Easement to Management Bodies. The Committee and the Association shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to the Declaration.

16. Status and General Authority of Committee.

(a) Except as hereinafter provided, the Project shall be managed, operated, and maintained by the Management Committee as agent for the Unit Owners. The Committee, in connection with its exercise of any of the powers hereinafter provided, shall take such action and execute instruments in the Association's name. The Management Committee shall have, and is hereby irrevocably granted, by the Association and the Unit Owners therein as their agent and on their behalf the following authority and power:

(1) The authority and responsibility to manage the business, property and affairs of the Association and enforce the provisions of the Declaration, the By-Laws and any rule and regulation adopted by the Association governing the property.

(2) The authority without the vote or consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas.

(3) The authority to execute and record, on behalf of all the Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.

(4) The power to sue in the name of the Association.

(5) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction.

(6) The power and authority to foreclose any liens placed on the property by the Management Committee.

(7) The power and authority to add any interest in real property obtained pursuant to subparagraph (6) above to the project.

(8) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners, including the power to assess one or more Units for its portion of Common Area charges or maintenance of the individual Unit or Limited Common Areas.

(9) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Committee, Election, Vacancy. The Management Committee shall be composed of not less than three (3) nor more than seven (7) members, each serving for a three year term of office. Members shall serve on the Committee until their successors are elected. Only Unit Owners or spouses of Unit Owners, and officers or directors of Owners other than individuals, shall be eligible for Committee membership. At the annual meeting each Unit Owner may cast one vote in favor of as many candidates or Committee memberships as there are seats on the Committee to be filled. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

A Committee member may be removed from office upon the affirmative vote of not less than three-fourths of the Unit Owners at a meeting of the Unit Owners duly held; or, if said Committee member is absent for three (3) consecutive meetings of the Committee; or, if for cause by a mere vote of the remaining Committee members.

(c) Right of Delegation to Manager. The Management Committee may carry out any of its functions which are capable of delegation through a manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts

required or permitted to be performed by the Management Committee itself.

(d) Payment for Services, etc. The management Committee shall use its discretion in the hire of services and the payment thereof.

(e) Personal Property Ownership and Use. The Management Committee as agent for the Association may acquire and hold in the name of the Association for the use and benefit of all of the Owners tangible and intangible personal property, using any methods legally possible to maintain or dispose of same all for the interest and benefit of the Association.

(f) Rules and Regulations. The Management Committee has the discretion to make reasonable rules and regulations governing the operations and use of the Common Areas. The Management Committee may suspend any Owner's voting rights at the meeting of the Unit Owners during any period or periods during which such Owner fails to comply with such rules and regulations. Said Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations including foreclosure of liens for non payment of assessments or monthly dues or to obtain damages for noncompliance, all to the extent permitted by law.

(g) Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of, the Common Areas requiring expenditure in excess of \$3,000.00 without the prior approval of Unit Owners by a simple majority vote.

#### 17. Assessments.

(a) Agreement to Pay Assessments. Each Owner of a Unit shall be deemed to covenant and agree with each other and with the Committee and the Association to pay annual assessments made by them or either of them for the purposes provided in this Declaration, and special assessments as provided in this Declaration, including individual assessments against a particular Unit for repairs or maintenance of said Unit, where the Owner of said Unit after written notice of not less than thirty (30) days, fails to perform his duties in maintaining his Unit as required by this Declaration, or Rules and Regulations adopted by the Committee. Such assessments shall be fixed, established and collected from time to time in a manner hereinafter provided.

(b) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates shall include among other things, expenses of management; premiums for all insurance which the Management Committee is required to maintain pursuant hereto; common lighting, water charges; replacements, repairs and maintenance of the Common Areas; wages for employees of the Management Committee; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; reserve fund for major replacements and improvements, and any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners under or by reason of this Declaration.

(c) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among and assessed against all Units in proportion to their respective undivided interest in the Common Areas.

(d) Method, Payment of Assessments, ETC.. Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner as to the amount of the

annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Upon sale of a Unit, whether by conveyance of title or entering into a contract of sale, the monthly assessments attributable to the Unit will be apportioned to the date of sale by the seller and purchaser on a pro rata basis and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance. Any delinquencies in payment of Assessments remaining at the time of sale shall be paid to the Association from the proceeds of the sale at the time of closing or execution of the contract for sale.

(e) Special Assessment. In addition to the annual assessments the Management Committee as agent for the Association may levy in any assessment year, special assessments, payable over such a period as the Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas or any other part, or for any other expenses incurred or to be incurred. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such notice.

(f) Lien for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon 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 in favor of any governmental assessing authority; and, (b) encumbrances on the interest of the Unit Owner recorded prior in time.

To evidence a lien for sums assessed pursuant to this section, the Committee shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit and a description of said Unit. Such a notice shall be signed by the Committee's authorized agent for so doing and recorded in the office of the Summit County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment or fine. Such lien may be enforced as an option of the Committee by foreclosure in the manner prescribed by law. In any such foreclosure the Owner shall be required to pay the costs of such proceeding and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Committee acting for the Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale taking subject to all liens filed prior in time.

Said liens may also be deemed a personal obligation against any Unit Owner and suit to recover a money judgment for such personal obligation may be maintained by either the Committee or the Association without foreclosure or waiving the lien securing same.

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A Release of Notice of Lien shall be executed by the Committee and recorded in the Office of the Summit County Recorder

upon payment of all sums.

(g) Information Re: Unpaid Assessments. Upon payment of a reasonable fee and written request of any Owner or Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Management Committee shall issue, within 10 days of receipt of such request, a written statement setting forth the amount of assessment still due of that particular Unit.

18. Use of Condominium.

(a) Single Family Housing Use. Each of the Units in the Project shall be used exclusively for single family residential housing.

(b) Restrictions on Renting. No Unit Owner may lease or rent his Unit for transient or hotel purposes, over night lodging being specifically prohibited. All persons occupying a Unit who are not members of the Unit Owner's immediate family or guests of the Unit Owner, shall do so only under a written lease which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be in default under the lease.

(c) Restrictions Re: Common Areas. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee, by rules and regulations, may prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the written consent of the Management Committee. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the written consent of the Management Committee.

(d) Appearance of Condominium Community. No change may be made to the exterior of any Unit which would affect the appearance of the Unit from the outside without first obtaining the written approval of the Committee. The Committee will not unreasonably withhold approval of changes that do not alter the uniformity of the appearance.

(e) Overnight Parking and Storage of Vehicles. No vehicle of any kind, including but not limited to, automobiles, trucks, buses, tractors, trailers, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles or other wheeled vehicles shall be permitted to be parked on any street within the Condominium Project between the hours of midnight and 10:00 A.M. of any morning or at any other time during snow season.

The storage of any motorized vehicle, boat, any type of trailer is prohibited unless such vehicles are garaged.

(f) Miscellaneous Restrictions. Nothing shall be done, kept or operated in any Unit or the Common Areas or any part thereof or which would be a violation of any statute, rule, ordinance, regulation permit or other validly imposed requirement of any governmental body which would result in the cancellation of the insurance of the Project or any part thereof, nor that would increase the premium of insurance. Each Owner shall indemnify and hold the Management Committee and other Owners harmless against all loss resulting from any damage or waste caused by a Unit Owner or

his invitees. No Owner, nor guest or invitee or lessee shall become an annoyance or nuisance to any other Owner or to any person of the general public at any time while on the Project.

(g) Animals. Due to the health, safety and welfare of the Unit Owners and the General Public no livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, but household pets may be kept in the Units and the Limited Common Areas reserved for the exclusive use of such Unit, but not on the driveways or extending beyond courtyard entrances, subject to strict observance of rules and regulations adopted by the Management Committee. No Dog shall be on such a length of leash that it has the distance to frighten passers by. All droppings must be picked up and removed by the owner. A First Time violation will produce a warning; a second offense will bear a \$25.00 fine; a third offense will bear a \$100.00 fine; a fourth offense will require a \$200.00 fine; any further notices will require a \$275.00 fine and thereafter. Payments will be made to the Homeowners' Association; delinquent payments will be treated as other delinquent payments as stated herein.

(h) Restrictions in Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee or its designated architectural committee.

(i) Nuisance. No Unit occupant shall cause any acts or condition so as to create a nuisance to any other Unit occupant. Any nuisance will be actionable for remedies allowed by law or equity.

19. Indemnification of Officers. An officer, his executors, administrators and assigns, shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any actions, suit or proceeding in which he may be involved, or to which he may be made a part by reason of his being or having been such an officer (such expenses to include the cost of reasonable settlement made with a view toward curtailment of the costs of litigation), except in relation to matters as to which he shall be finally judged in such action, suit or proceeding to have been liable for gross negligence or wilful misconduct in the performance of his duties to the Association, and the foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled as a matter of law.

20. Insurance and Bond. The Management Committee in behalf of the Association shall secure and maintain at all times the following insurance and bond coverage:

(a) A multi-peril type policy covering the entire Project providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on replacement costs).

(b) The Association must have a comprehensive policy of public liability insurance covering all of the common element, commercial spaces and public ways in the project. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of Negligent acts of the Association of owners or other Unit Owners.

(c) The following additional provisions shall apply with respect to insurance:

(1) The name of the insured under each required policy must be stated in form and substance similar to the following: "Silver Meadows Homeowners' Association for use and benefit of the individual owners".

(2) Each such policy must contain the standard mortgagee clause which must be endorsed to provide that Association for the use and benefit of Mortgagees as their interest may appear, or must be otherwise endorsed to fully protect the Mortgagee's interest.

(3) No provision of insurance shall be contingent upon action by the carrier's board of directors, policyholders, or members or includes any limiting clauses (other than insurance conditions which could prevent the Unit Owner or his Mortgagee or its designees from collecting insurance proceeds.

(4) The Committee shall have the authority to adjust losses.

(5) Each policy of insurance obtained by the Committee shall, if possible, provide" A waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents and guests; that it cannot be cancelled, suspended or invalidated due to the conduct of any member, officer or employee of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(6) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

(7) Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal National Mortgage Association.

21. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of insurance maintained by the Management Committee are sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not along sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

(c) If 75% or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are

destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage, by a vote of at least 75% elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Summit County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this paragraph shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this paragraph 21 regarding the extent of damage to or destruction of Project improvements shall be made by three (3) MAI appraisers selected by the Management Committee. the decision of any two such appraisers shall be conclusive.

22. Restrictions on Materials Used in Improvements. The Improvements shall be repaired and maintained and may not be altered to deviate from the following requirements:

(a) Each Unit must have enclosed parking.

(b) All improvements, whether by alterations or due to destruction of property, will be constructed to provide an insulation factor of not less than R-13 in exterior walls, R-24 in roofs and R-11 in floors.

(c) Outside materials shall be restricted to stained or painted cedar, redwood, wood products, natural rock or brick. Concrete, other than concrete foundations or other products may be approved or rejected at the discretion of the Committee.

(d) All windows and sliding glass doors shall be constructed with double panned glass as a minimum. No reflective finish other than glass, shall be used on exterior surfaces, other than surfaces of hardware fixtures, including but without limitation, the exterior surface of any of the following: roofs, all projections above roofs, retaining walls, doors, trim.

(e) All roofs shall have a pitch of not less than four in twelve, and roofing material shall be chosen at the discretion of the Management Committee.

(f) There shall not exist any storage sheds or utility buildings. Any equipment meant for the use of an individual Unit Owner shall be located in such a manner as not to be conspicuous from the front of the Unit or from other units.

(g) All exterior lights shall be in conformity with those of the other Unit Owners.

23. Rules and Regulations. The Association, acting by and through the Committee, shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions.

24. Amendment. Any amendment to the Covenants shall require the affirmative vote of at least two thirds of all votes which Members present in person or by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendments proposed shall be sent to all members at least seven (7) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to

cast sixty percent (60%) of all the votes shall constitute a quorum. If a quorum is not present at the first meeting another meeting may be called within 24 hours at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. Should a quorum not be realized at a third meeting then the Management Committee is authorized to vote on the matter at hand and carry forth provisions of same. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation of any instrument executed by the Association. In such instrument a member of the Management Committee shall certify that the vote required by this paragraph for amendment has occurred.

25. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively total at least the necessary percentage of Owners.

26. Service of Process. The Association shall designate a Unit Owner or an attorney at law to receive service of process in cases authorized by the Act. Such agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Summit County, State of Utah.

27. Mortgagee Protection. Notwithstanding anything to the contrary contained in this Declaration:

(a) An adequate reserve fund for maintenance, repairs and replacement of the Common Areas must be established and shall be funded by regular monthly payments.

(b) Any lien which the Association acting through the Management Committee may have on any Unit in the Project for the payment of Common Expense assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(c) Unless all first Mortgagees of Units have given their prior written approval neither the Management Committee nor the Association of Unit Owners shall:

1. By act or omission, seek to abandon or terminate the Project;

2. Change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.

3. Partition or subdivide any Unit.

4. Make any material amendment to the insurance provisions or to these Mortgagee Protection provisions contained in this Declaration.

5. By Act or Omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas.

6. Any hazard insurance proceeds for losses to any condominium property (whether to Units or Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or Common Areas of the Project.

d. Upon written request of any first Mortgagee, the Association agrees to provide such Mortgagee with a letter wherein the Association agrees to notify the Mortgagee or its designee whenever: (i) damage to a Condominium Unit covered by a mortgage purchased in whole or in part by such Mortgagee or its successors or assigns exceeds \$3,000.00 or (ii) damage to common elements and related facilities excess \$10,000.00.

28. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

29. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

30. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

31. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

32. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

33. Effective Date. This Declaration shall take effect upon recording in the Office of the County Recorder of Summit County, Utah.

IN WITNESS WHEREOF, the undersigned, being authorized by the legal vote of the members of the Association, has caused this instrument to be executed and its seal be affixed hereto on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

SILVER MEADOWS CONDOMINIUMS

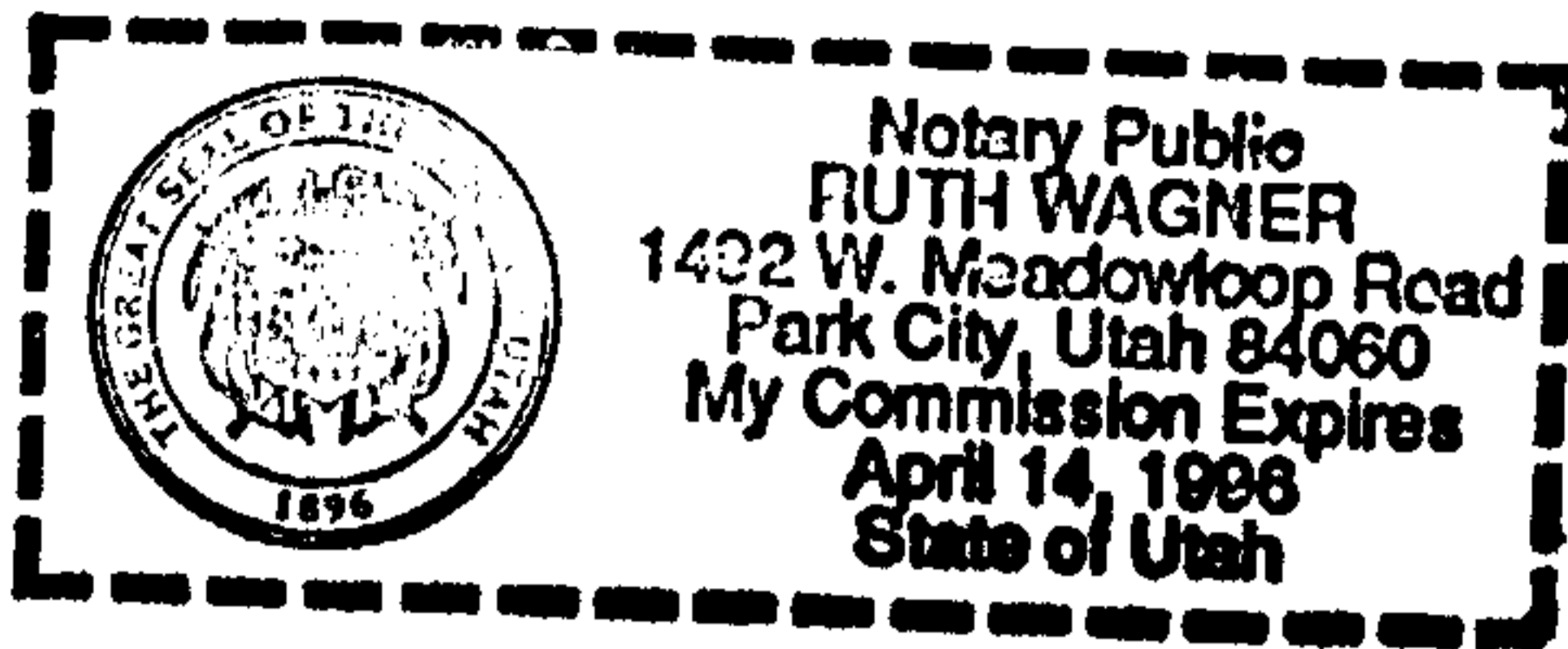
By:   
President

STATE OF UTAH                    )  
  )SS:  
COUNTY OF SUMMIT            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, personally

appeared before me Gary Prager who being by me duly sworn did say that he is the President of said corporation by authority of a resolution of its Board of Directors and said Gary Prager acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ruth Wagner  
Notary Public



AMENDED ARTICLES OF INCORPORATION OF SILVER SPRINGS TOWNHOUSE OWNERS ASSOCIATION LOCATED IN BOOK 196 PAGES 444 - 447 AND HEREINAFTER REFERRED TO AS:

AMENDED ARTICLES OF INCORPORATION

OF

SILVER MEADOWS HOMEOWNERS ASSOCIATION

The undersigned, desiring to continue the non-profit corporation pursuant to the Utah Non-Profit Corporation and Cooperative Association Act hereby adopt the following Amended Articles of Incorporation:

ARTICLE I

The name of the corporation shall be changed from Silver Springs Townhouse Owners Association to SILVER MEADOWS HOMEOWNERS ASSOCIATION.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

(A) Purposes. The objects and purposes of the corporation shall be:

(i) To provide for the preservation of the values and amenities as to Silver Meadows Condominiums (the "Property") and for maintenance of certain facilities located on the Property.

(ii) To regulate and control the relationships between the owners of condominiums located on the Property (the "Owners") in connection with their ownership of the condominiums.

(iii) To provide for the pleasure and recreation of the Owners; and

(iv) To promote the best interests of the Owners for the purpose of securing for them the fullest utilization and enjoyment of the Property.

(B) Powers. In furtherance of the foregoing purposes, but not otherwise, the corporation shall have and exercise all of the following powers:

(i) Real and Personal Property. To acquire, by gift, purchase, trade or any other method, own, operate, build, manage, rent, sell, develop, encumber, and otherwise deal in and with real and personal property of every kind and character, tangible and

intangible, wherever located, and interest of every sort therein.

(ii) Borrowing. To borrow funds or raise moneys in any amount for any of the purposes of the Corporation and from time to time to execute any manner of legal evidence of same and to secure the payment and performance of such payments by mortgage on, or pledge the whole or any part of the assets of the Corporation, real, personal or mixed, including contract rights, whether at the time owned or hereafter acquired.

(iii) Contracts. To enter into, make, amend, perform and carry out, or cancel and rescind, contracts, leases, permits and concession agreements for any lawful purposes pertaining to its business.

(iv) Loans. To lend money for any purpose, to invest its funds from time to time and take and hold real and personal property as security for payment of funds so loaned or invested.

(v) Assessments. To levy monthly assessments and special assessments against the Owners for common expenses (including but not limited to the costs of providing, repairing and maintaining Common Facilities, to charge interest on unpaid assessments and to collect dues, fees and interest in accordance with its bylaws, to enforce liens given as security for such assessments, dues, fees and interest, and to suspend the right to use the Common Facilities for any period during which any assessment remains unpaid.

(vi) General Powers. To do everything necessary, suitable or proper for the accomplishment of any of the purposes for which this corporation is created.

(vii) Rule Making. To make and enforce rules and regulations with regard to the use and enjoyment of the Property.

(viii) Managements, Maintenance and Repair. To provide for the management, maintenance and repair of the Common Facilities.

(ix) Powers Conferred by Law. The foregoing enumeration of specific powers shall not limit or restrict in any manner the general powers of the Corporation and the enjoyment and exercise thereof as now or hereafter conferred by the Laws of Utah.

#### ARTICLE IV

(a) Members. Every person or entity who is a record owner of a fee or undivided fee interest in any condominium shall be a member of the association. The foregoing shall not include persons or entities who hold an interest merely as a security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any condominium which is subject to assessment by the Corporation. Ownership of such condominium shall be the sole qualification for membership.

(b) Voting Rights. The Corporation shall have one class of voting membership and shall consist of each Owner who shall be entitled to one vote for each Unit owned.

(c) Multiple Ownership. In the event there is more than one Owner of a particular Unit, the vote or votes relating to such Unit shall be exercised as such Owners may determine among themselves. A vote or votes cast at any meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the



**AMENDED BY LAWS OF**

**SILVER SPRINGS TOWNHOUSE CONDOMINIUMS**

The Silver Springs Townhouse Condominium Bylaws previously filed in Book 196 Page 449 through 454 of the County Recorders Office of Summit County, State of Utah are to be amended with the following:

It is agreed by the members of the aforementioned Silver Springs Townhouse Condominiums, Silver Meadows Phase, to set forth the amended ByLaws of said Organization and to change the name to:

**BY LAWS OF**

**SILVER MEADOWS HOMEOWNERS ASSOCIATION**

The administration of Silver Meadows Homeowners Association (the "Association") shall be governed by these Bylaws, by the Utah Condominium, Ownership Act, Utah Code Annotated, Sections 57-8-1 through 57-8-35, as amended and by the Declaration.

**1. Application of ByLaws.**

All present and future unit owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration and these Bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

**2. Management Committee.**

2.1 The administration of the property on behalf of the Association shall be conducted by a Management Committee of not less than three (3) nor more than seven (7) individuals.

2.2 Any member of the Management Committee who fails to attend three consecutive Committee meetings or fails to attend at least 25% of the Committee meetings held during any calendar year shall forfeit his membership on the committee.

2.3 Any member of the Management Committee may resign at

any time by giving written notice to the remaining Committee members. Any member of the Committee may be removed from membership on the Committee by a three-fourths majority vote of the Association. Whenever there shall occur a vacancy on the Committee the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time an election shall occur.

2.4 The members of the Management Committee shall receive compensation for their services expressly approved by a majority of the Association; any member of the Committee may be employed by the Association in any other capacity and receive compensation for such employment.

2.5 The meetings of the Management Committee shall be held at such places within or without the State of Utah as the Committee shall determine. Three (3) members of the Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Committee. The Committee shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of the Committee immediately following the annual meeting of the Association.

2.6 Special Meetings of the Management Committee may be called by any two Management Committee members.

2.7 Regular meetings of the Management Committee may be held without call or notice. The person or persons calling a special meeting of the Committee shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purposes for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussion of those items listed on the agenda.

2.8 Any member of the Management Committee may, at any time, waive notice of any meeting of the Committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Committee at a meeting shall constitute a waiver of notice of such meeting except if a Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Committee are present at any meeting of the Committee, no such notice shall be required and any business may be transacted at such meeting.

2.9 The fiscal year shall be determined by the Committee.

### 3. Meetings of the Association.

3.1 The presence in person or by proxy at any meeting of the Association of fifty (50%) of the Unit Owners in response to notice to all Unit Owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the Unit Owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Unit Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Unit Owners upon a majority vote of the Unit Owners who are present in person or by proxy and who are voting.

3.2 The annual meeting of the Association shall be held on the second Tuesday of February at 7:00 P.M. at the property or at such other reasonable place or time as may be designated by written notice by the Management Committee delivered to the Unit Owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to an annual meeting, the Management

Committee shall furnish to the Unit Owners: (i) a budget for the coming fiscal year that shall itemize the estimated common expenses of the coming year with the allocation thereof to each Unit Owner; and (ii) an audited statement of the common expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Unit Owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the Unit Owners who were not present at the annual meeting.

3.3 Special meetings of the Association may be held at any time at the property or at such other reasonable place to consider matters which, by the terms of the Declaration, require the approval of all or some of the Unit Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Management Committee, or by Unit Owners representing at least one third in interest of the undivided ownership of the Common Areas and facilities and delivered to all Unit Owners not less than fifteen (15) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

3.4 Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the declaration or these Bylaws.

#### 4. Officers.

4.1 All persons on the management committee and employees of the Association shall serve at the will of the officers of the Association. The officers shall be a president, vice president and secretary-treasurer. The officers may appoint such other assistant officers as the officers may deem necessary. Officers shall be required to be Unit Owners. Officers shall be annually elected by the Association and may be removed and replaced by the Association. The officers may, in their discretion, require that officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Committee and shall preside at all meetings of the Unit Owners and of the Committee and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The President shall exercise general supervision over the property and its affairs. She shall do and perform all acts which the management Committee may require.

In the absence or inability of the President, the Vice President shall perform the functions of the office of the President.

4.3 The secretary-treasurer shall keep minutes of all proceedings of the Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Unit Owners and the Committee.

The Secretary-Treasurer shall also be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

#### 5. Litigation.

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5.1 If any action is brought by one or more but less than all Unit Owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense; provided, however, that if such action is brought against the Unit Owners or against the Management

Committee, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a common expense or otherwise.

5.2 Complaints brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be direct to the Management Committee which shall promptly give written notice thereof to the Unit Owners and any mortgagees and shall be defended by the Committee, and the Unit Owners shall have no right to participate other than through the Committee in such defense. Complaints against one or more, but less than all Unit Owners shall be direct to such Unit Owners, who shall promptly give written notice thereof to the Committee and to the mortgagees affecting such Units, and shall be defended by such Unit Owners.

6. Abatement and Enjoinment of Violations by Unit Owners.

The violation of any house rules or administrative rules or regulations adopted by the Committee or the breach of any provision contained herein, or the breach of any provision of the Declaration, shall give the Committee the right, in addition to any other rights set forth in these Bylaws:

After fifteen (15) days written notice setting forth such violation or breach and requiring rectification thereof to file an action to correct, abate, remove, or otherwise legally remedy, 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 to thereafter individually assess such Unit for the reasonable expense of correcting such violation or breach.

7. Accounting.

7.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

7.2 At the discretion of the Management Committee the books and records shall be completed for the year by a public accountant approved by the Management Committee. One third of the Unit Owners may require an audited report prepared by a Certified Public Accountant. The books and records shall be available for inspection at the office of the Association President upon reasonable notice under the circumstances.

8. Special Committees.

The Management Committee by resolution may designate one or more special committees, each committee to consist of two (2) or more Unit Owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the president may appoint Unit Owners to fill vacancies of each of said special committees occasioned by death, resignation, removal or

inability to act for any extended period of time.

9. Amendment of Bylaws.

These Bylaws may be amended by a two-thirds (2/3) affirmative vote of the Association at a meeting duly called for such purpose. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Unit Owners and the amendment shall be effective upon recording.

10. Severability.

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

11. Captions.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

12. Effective Date.

These Bylaws shall take effect upon recording of the Declaration of which they are a part.

13. Conflict.

In the event of any conflict between the provisions of these Bylaws and the Declaration, the provisions of the Declaration shall prevail.

DATED this 12<sup>th</sup> day of November 1993.

[Signature]  
President,

State of Utah )  
                  ) ss:  
County of Summit )

On the 12<sup>th</sup> day of November, 1993, personally appeared before me GARY PIAGET who, being by me first duly sworn, declared that he is the person authorized by the Association to execute this document subsequent to the Association's approval of same.

In witness whereof, I have hereunto set my hand and seal on this 12<sup>th</sup> day of November, 1993.

[Signature]  
Notary Public.

