

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF GRANDE COLUMBIA MANOR

This amendment to the Declaration of Condominium of Grande Columbia Manor (hereinafter referred to as the "Declaration") is made after written consent of all of the Unit Owners, and the written consent of at least seventy-five percent of the first mortgagees (based on one vote for each mortgage owned). In accordance with resolutions consented to and pursuant to sections 24 and 25 of Article III of the Declaration, the aforesaid Declaration of Condominium of Grande Columbia Manor, heretofore recorded on the 30th day of December, 1992, as Entry No. 71396, in Book 3064, at Pages 329-349 in the official records of the Utah County Recorder and affecting the real property described on Exhibit "B" attached hereto, which real property is located in Utah County, State of Utah is hereby amended as follows:

The initial paragraph of Article I is hereby amended to read as follows:

When used in this Declaration (including that portion hereof captioned "Recitals" and in the Bylaws attached hereto and incorporated herein as Exhibit "C") the terms shall have the meaning stated in the Utah Condominium Ownership Act and as follows, unless the context otherwise requires.

Paragraph 1 of Article II is hereby amended to read as follows:

1. The Submission. The Declarant hereby submits to the provisions of the Act the following described real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Act and this Declaration, which real property is located in Utah County, State of Utah, and more particularly described as follows:

See Exhibit "B" attached hereto.

The following sections of Article III are hereby amended to read as follows:

3. Exhibit "A" Contents. Exhibit "A" attached to this Declaration and made a part hereof furnishes the following information with respect to each Unit: (a) Unit-building designation; (b) its appurtenant undivided ownership interest in the Common Areas.

5. Determination of Interest in Common Areas. Each Unit Owner shall have an equal undivided one-sixth (1/6) interest (16.667%) in the Common Areas and Facilities. The proportionate ownership of the Common Areas shall be for all purposes, including but not limited to, voting and assessment for common expenses. The interest for each Unit Owner in the Common Areas is also set forth in Exhibit "A" attached hereto.

17. Legal Description of a Unit. Each conveyance or installment contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, State of Utah, and in substantially the following form:

Unit _____ shown in the Record of Survey Map for the Grande Columbia Manor appearing in the records of the Utah County Recorder, as Entry No. 71395, Map No. 4808, and as identified and described in the Declaration of Condominium of Grande Columbia Manor appearing as Entry No. 71396, in Book 3064, at Pages 329-349 of the official records of the Utah County Recorder together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration and Map. This conveyance is subject to the provisions of the aforesaid Declaration of Condominium of Grande Columbia Manor, including any amendments thereto.

Such description will be construed to describe the Unit, together with an undivided interest in and to the Common Areas as the same is established and identified in the Declaration and Map referred to herein above, and to incorporate all the rights incident to Ownership of a Unit and all the limitations of such Ownership as described in the Declaration, including any amendments thereto.

Subparagraphs (1) and (5) of Subparagraph d of Section 22 of Article III are hereby amended to read as follows:

(1) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with Projects similar to the Project in construction, nature and use. If the Project is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Committee shall obtain and pay the premiums upon, as a Common expense, a "master" or "blanket" policy on the buildings and any other property covered by the required form of policy (hereinafter "insurable property") in an amount deemed appropriate by the Committee but not less than the following: the lessor of (i) the maximum coverage available under the NFIP for all buildings and other insurable property within the Project to the extent that such buildings and other insurable property are within an area having special flood hazards or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other insurable property within such area.

(5) Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal National Mortgage Association and the Department of Veteran's Affairs.

The following sections of Article III are hereby amended to read as follows:

23. 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 the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

b. If less than 75 percent of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out upon approval of at least 51 percent of the affected Unit Owners. All affected Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas.

c. If 75 percent or more of the Project's improvements are destroyed or substantially damaged, if proceeds of 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 percent elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph b above.

d. Notwithstanding any provision herein to the contrary, if 75 percent 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 and by a vote of at least 75 percent, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly notify the Department of Veterans Affairs and obtain approval thereof, and the Management Committee shall promptly record with the Utah 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 (1953), shall apply and govern the rights of all parties having an interest in the Project or any of the Units.

e. Any reconstruction or repair which is required to be carried out by this section 23 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section 23 regarding the extent of the 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 (2) such appraisers shall be conclusive.

f. Each Unit Owner appoints the Management Committee as his

attorney-in-fact to represent the Unit Owner in any proceedings related to the allocation of any losses, awards or proceeds from the condemnation, destruction, or liquidation of all or part of the Project, and in any related proceedings, negotiations, settlements or agreements.

24. Amendments. Except as otherwise provided herein, and subject to the provisions of subparagraph o of section 27 below, the vote of Unit Owners representing at least two-thirds (2/3) of the undivided ownership interest in the Common Areas shall be required to amend this Declaration or the Record of Survey Map, except in circumstances where the Act requires a greater affirmative vote or approval and consent, in which event the provisions of the Act shall be controlling. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this paragraph for amendment has occurred.

After the Department of Veterans Affairs has approved the Declaration and Bylaws, the condominium regime documentation may not be amended or merged with a successor condominium regime without the prior written approval of the Department of Veterans Affairs.

Notwithstanding any provision herein to the contrary, the undivided interest of each Unit Owner in the Common Areas and Facilities shall not be altered without the consent of all Unit Owners.

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 hold at least the necessary percentage of undivided ownership interest.

26. Service of Process. Service of process shall be received by Oscar Erbolato, at 1729 North 950 West, No. 6, Provo, Utah 84604. He shall serve as agent for service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the Office of the County Recorder of Utah County, State of Utah.

27. Mortgage Protection. Notwithstanding anything to the contrary in the Declaration:

a. An adequate reserve fund for the maintenance, repair and replacement of the Common Areas must be established and shall be funded by the regular annual assessments and shall be paid with the regular monthly installments rather than by special assessments. There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months estimated common charges for each Unit.

b. Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or by deed or

assignment in lieu of foreclosure shall be exempt from any provisions relating to sale or lease of the Units in the Project.

c. Any management agreement for the Project or any other contract providing for the services of the developer, sponsor, or builder, shall be terminable for cause by the Association on 30 days written notice prior to such termination. The term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods. Any such agreement may be terminated by either party without cause and without payment of a termination fee on 30 days written notice prior to such termination.

d. In the event of the condemnation of or substantial damage to or destruction of any Unit or any part of the Common Areas, the holder of any first mortgage on a Unit shall be entitled to timely written notice of any such condemnation, damage or destruction. No Unit Owner or other party shall be entitled to priority over such first mortgagee with respect to the distribution to such Unit Owner of any insurance proceeds or condemnation award.

e. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation by a condemning authority, the holder of any first mortgage on a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owners or other party shall have priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

f. There shall be no prohibition or restriction on a Unit Owner's right to lease his or her Unit, except a requirement that leases have a minimum initial term of up to one year. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and Provo City Zoning Ordinance and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

g. Each holder of the first mortgage lien on a Unit who comes into possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit.

h. Any holder of the first mortgage on a Unit is entitled to written notification from the Management Committee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation under the Declaration which is not cured within sixty (60) days.

i. Any lien which 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 a Unit recorded prior to the date any such Common Expense assessments become due.

j. In case of condemnation or substantial loss to the Units and/or Common Areas of the Project, unless at least two-thirds of the first mortgagees (based on one vote for each first mortgage owned), and two-thirds of the Owners (other than the sponsor, developer, or builder) of the individual Condominium 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, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.

(2) Change the pro-rata interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and for (b) 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 Declaration or to the Bylaws of the Association, including but not limited to any amendment which would change the percentage interest of the Unit Owners in the Common Areas.

(5) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph.)

(6) Use hazard insurance proceeds for losses to any Project property (whether to Units or to the 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 the Common Areas of the Project.

(7) Terminate professional management and assume self-management of the Project.

k. Notwithstanding all other provisions hereto:

(1) The liens created hereunder upon any Unit shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or trust deed with first priority over other such mortgages) upon such interest made in good faith and for value provided that after the foreclosure or trust deed termination of any such document, there may be a lien created against the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

(2) No amendment to this paragraph k shall affect the rights of the holder of any such mortgage recorded prior to the recordation of such amendment that has not joined in the execution thereof.

(3) By subordination agreement executed by a majority of the Management Committee, the benefits of subparagraphs (1) and (2) above may be extended to mortgages not otherwise entitled thereto.

1. A holder, insurer or guarantor of a first mortgage, upon written request to the Association of Unit Owners (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to timely written notice of:

(1) Any proposed amendment of the condominium instruments effecting a change of a material nature as described in subparagraph (o) below;

(2) Any proposed termination of the condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

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

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Association of Unit Owners insuring against fire and other hazards.

m. The following protections for the benefit of first mortgage holders shall also apply:

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

(2) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

(3) Except as otherwise provided herein, no reallocation of interest in the Common elements resulting from a partial condemnation or partial

destruction of the Condominium Project may be effected without the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

n. As used in this section, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer or guarantor of the first mortgage on a Unit which has requested notice in accordance with the provisions of this section.

o. Amendments to the Declaration or Bylaws of a material nature must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association and by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders. A change to any of the provisions governing the following would be considered as material: voting rights; increases in assessments that raise the previously assessed amount by more than 25%; assessment liens or the priority of assessment liens; reductions and reserves for maintenance, repair, and replacement of common elements; responsibility for maintenance and repairs; reallocation of interest in the general or Limited Common elements, or rights to their use; redefinition of any Unit boundaries or the exclusive easement rights appertaining thereto; convertibility of Units into Common elements or vice versa; imposition of any restrictions on the leasing of any Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management if professional management has been required previously; restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An eligible mortgage holder, except for the Department of Veteran's Affairs, HUD or FNMA, shall be deemed to have approved an amendment to the Declaration or Bylaws if such eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a return receipt requested.

p. Any action to terminate the legal status of the Project after substantial destruction or condemnation must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association, by eligible mortgage holders who represent at least 51% of the votes of the Unit estates that are subject to mortgages held by eligible holders and by the Department of Veterans Affairs. If the Project is terminated for reasons other than substantial destruction or condemnation of the property, such termination must be agreed to by Unit Owners who represent at least 67% of the total allocated votes in the Association, eligible mortgage holders that represent at least 67% of the votes of the mortgaged Units and by the Department of Veterans Affairs.

EXHIBIT "A"**Appurtenant Undivided Interest in Common Areas**

<u>Unit Number</u>	<u>Par Value</u>	<u>Fraction</u>	<u>Percentage</u>
1	1.0	1/6	16.667%
2	1.0	1/6	16.667%
3	1.0	1/6	16.667%
4	1.0	1/6	16.667%
5	1.0	1/6	16.667%
6	1.0	1/6	16.667%
			100.00%

EXHIBIT "B"

ENT 40400:2000 PG 10 of 19

1. Real property located in Utah County, State of Utah and more particularly described as follows:

Commencing South 1088.99 feet and East 7.97 feet from the Northwest corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian, thence North 89 degrees 18 minutes 10 seconds East 137.80 feet to the West right-of-way line of 950 West; thence South 2 degrees 49 minutes 54 seconds West 187.96 feet along said West right-of-way line; thence South 22 degrees 52 minutes 27 seconds West 27.34 feet along the arc of a 35.00 foot radius curve to the right 28.09 feet; thence South 71 degrees 49 minutes 19 seconds West 11.68 feet along the arc of a 18.00 foot radius curve to the right 11.89 feet; thence North 37 degrees 30 minutes 28 seconds West 70.36 feet along the arc of a 2940.00 foot radius curve to the left 70.36 feet; thence North 00 degrees 41 minutes 50 seconds West 119.84 feet; thence South 89 degrees 18 minutes 10 seconds West 62.00 feet; thence North 00 degrees 41 minutes 50 seconds West 40.00 feet to the point of beginning. Contains 0.37 acres.

EXHIBIT "C"
BYLAWS
OF
GRANDE COLUMBIA MANOR

ARTICLE I
PLAN OF OWNERSHIP

1. Project. The Project located on the Property legally described as:

(See Exhibit "B" to the Declaration for Property Description)

is known as Grande Columbia Manor and is located in the city of Provo, Utah County, State of Utah. Said Property is hereby submitted to the provisions of Utah Code Annotated Section 57-8-1 et seq. (1953).

2. Bylaws Applicability. The provisions of these Bylaws are applicable to the Project. (The term "Project" as herein used shall include the land.)

3. Personal Application. All present or future Owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws.

The mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II
VOTING, QUORUM, PROXIES

1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the Owner is entitled is the percentage assigned to the Unit or Units in the Declaration.

2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners holding sixty-seven percent (67%) of the votes in accordance with the percentage assigned in the Declaration shall constitute a quorum of Unit Owners.

3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III
ADMINISTRATION

1. Association Responsibilities. The Owners of the Units will constitute the Grande Columbia Manor Association, hereinafter referred to as the Association, who will have the responsibility of approving the annual budget and special assessments as presented by the Management Committee as set forth in the Declaration and in these Bylaws, and electing the

Members of the Management Committee who will administer the Project, establish and collect annual assessments and arrange for the operation, maintenance and management of the Project on behalf of the Association.

2. Place of Meetings. Meetings of the Association shall be held at such suitable places convenient to the Owners as may be designated by the Management Committee.

3. Annual Meetings. Annual meetings shall be held during the month of July of each year at such time and place as determined by the Management Committee. At such meetings there shall be elected by ballot a Management Committee in accordance with subparagraph b of Section 18 of the Declaration. The Owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Management Committee or on petition signed by at least thirty-three percent (33%) of the Owners and having been presented to the Secretary, or at the request of the Federal Housing Commissioner or his duly authorized representative. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 4/5 of the Owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting, to each Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

6. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present 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.

7. Order of Business. The order of business at all Association meetings shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of Officers
- (e) Report of Federal Housing Administration or Department of Veteran's Affairs, if present
- (f) Report of Committee
- (g) Election of Inspectors of Election
- (h) Election of Management Committee Members
- (i) Unfinished business
- (j) New business

8. Project Documents. The Association shall maintain and have available current

copies of the Declaration, Bylaws and other rules concerning the Project as well as its own books, records and financial statements available for inspection by Unit Owners, or by holders, insurers, and guarantors of first mortgages that are secured by Units in the Project. These documents will be available during normal business hours.

9. Availability of Audited Financial Statements. The Association shall make an audited financial statement for the preceding fiscal year available to the holder, insurer or guarantor of any first mortgage that is secured by a Unit in the Project on submission of a request for it. Such audited financial statements shall be available within 120 days of the Association's fiscal year end.

ARTICLE IV MANAGEMENT COMMITTEE

1. Member and Qualifications. The Association's affairs shall be governed by a Management Committee composed of three members all of whom shall meet the qualifications of and shall be elected pursuant to the provisions of subparagraph b of Section 18 of Article III of the Declaration.

2. Powers and Duties. The Management Committee shall have the powers and duties necessary for the administration of the Association's affairs and may do all such acts and things as are not by law, by the Declaration or by these Bylaws directed to be exercised and done by the Owners, including the powers and duties specified in Section 18 of Article III of the Declaration.

3. Other Duties. In addition to duties imposed by the Declaration, these Bylaws, or by resolutions of the Association, the Management Committee shall be responsible for the following:

a. The care, upkeep and surveillance of the Project Common Areas and Facilities. The Management Committee shall provide maintenance and repairs upon all Common Areas and Facilities including, but not limited to the following: roads, retaining walls, fences, sewer mains, water mains, snow removal and landscaping, including all trees, shrubs, grass, streams, ponds, or other watercourses, etc., as exist upon the Common Areas. The Management Committee shall provide exterior maintenance for each Building in the Project, including the following: paint, repair, replacement and care of decks, roofs, gutters, downspouts and exterior Building surfaces. Such exterior maintenance shall not include glass windows for Units.

b. Collection of monthly payments on the annual assessments for the Owners.

c. Designation and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Facilities, and the Limited Common Areas and Facilities.

4. Removal of Committee Members. At any regular or special meeting of the

Association duly called, any one or more of the Committee Members may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Committee Member whose removal had been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5. 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 but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Management Committee shall be given to each Member, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

6. Special Meetings. Special meetings of the Management Committee may be called by the President on three (3) days notice to each Member, given personally, by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) 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 (2) Committee Members.

7. Waiver of Notice. Before or at any meeting of the Management Committee, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Committee shall be a waiver of notice by him of the time and place thereof. If all Committee Members are present at any meeting of the Committee, no notice shall be required and any business may be transacted at such meeting.

8. Management Committee's Quorum. At all meetings of the Management Committee, a majority of the members shall constitute a quorum for the transaction of business and the acts of the quorum shall be the acts of the Management Committee.

9. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses and liabilities whatsoever (excluding fraudulent and/or criminal actions) 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.

ARTICLE V OFFICERS

1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Management Committee. The Committee Members may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary. The offices of Treasurer and Secretary may be filled by the same person.

2. Election of Officers. The officers of the Association shall be elected annually by the Management Committee at the organization meeting of each new Committee and shall hold

office at the pleasure of the Committee.

3. Removal of Officers. On an 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 elected at any regular meeting of the Management Committee or at any special meeting of the Committee called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Management Committee. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

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. If neither the President nor Vice President is able to act, the Management Committee shall appoint some other Member of the Committee to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Management Committee.

6. Secretary. The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meetings of the Association. He shall have charge of such books and paper as the Management Committee may direct; and he shall, in general, perform all duties incident to the office of Secretary.

7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and other valuable effects in the name, and to the credit of, the Association, in such depositories as may from time to time be designated by the Management Committee.

ARTICLE VI OBLIGATION OF OWNERS

1. Assessments. All Owners are obligated to pay annual assessments imposed by the Management Committee to meet all Project Common Expenses. Such assessments shall be fixed, established and collected from time to time in the manner provided in Section 20 of Article III of the Declaration. Assessments shall be subject to change.

2. Utilities. Each Unit Owner shall pay his or her own utility costs which are individually metered in the Project.

3. Maintenance and Repair of Units.

a. Every Owner must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Project in its entirety or in a part belonging to other Owners, such Owner being expressly responsible for the damages and liabilities that his failure to do so may engender. Such

maintenance and repairs shall include those items set forth in Section 10 of Article III of the Declaration.

b. All the repairs of internal installations of the Unit, such as water, light, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps and all other accessories belonging to a Unit shall be at the Owner's expense.

c. In the event that an Owner of any Unit in the Condominium Project shall fail to maintain his Unit in a manner satisfactory to the Association, the Management Committee, after approval by a two-third (2/3) vote of the Association, shall have the right, through its agents and employees to enter the said Unit and to repair, maintain and restore the Unit. The cost of such maintenance shall be added to and become a part of the assessment to which such Unit is subject.

d. In the event that the need for maintenance or repair of the Common Areas and Facilities is caused through the willful or negligent acts of an Owner, or the family, guests or invitees of an Owner, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Owner's Unit is subject; provided, however, that no such fees shall be assessed until the Management Committee has given notice to such Owner of its intent to make such an assessment and gives the Owner an opportunity to be heard by the Management Committee with respect to any defenses to such assessment.

4. Changes to Individual Units. An Owner shall not make structural modification or alteration in or to the outside of his Unit or installations located therein or cause to be placed or erected on the Common Areas any out-buildings.

5. Use of the Common Areas and Facilities.

a. The Common Areas may be scheduled with the Secretary of the Management Committee for use by guests for purposes such as family reunions, etc. All such use by guests must be scheduled with the Secretary. During times when the Common Areas are not scheduled they are available to Members of the Association on a first come first served basis.

b. Owners and guests using the Common Areas are responsible for cleaning up any litter as a result of such use.

6. Right of Entry.

a. An Owner shall grant the right of entry to the Management Committee or to any other person authorized by the Management Committee in case of emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

b. An Owner shall permit other Owners, or their representatives,

when so required, to enter his Unit for the purpose of installing, altering, or repairing mechanical or electrical services, provided that the requests for such entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such rights of entry shall be made immediate.

7. Rules of Conduct.

a. No resident of the Project shall post any advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, in which event any and all such signs shall be displayed in a tasteful manner.

b. Residents shall exercise care in making noises or using musical instruments, radios, television, and amplifiers that may disturb other residents. Keeping domestic animals shall be in accordance with municipal sanitary regulations.

c. Hanging of garments, rugs and the like from the windows or from any of the facades of the Project is prohibited.

d. Dusting and shaking out of rugs and the like from the windows or from any of the facades of the Project is prohibited.

e. Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited.

f. No Owner, resident, or lessee shall install wiring for electrical or telephone installation, television and antenna, machines, air conditioning units, or the like, on the exterior of the Project or that protrude through the walls or the roof of the Project except as authorized by the Management Committee.

8. Rights of Action. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners who fail to comply with the provisions of the Declaration, Bylaws, or rules and regulations adopted by the Management Committee, or with decisions of the Association. Unit Owners shall have a similar right of action against the Association.

ARTICLE VII METHOD OF AMENDING BYLAWS

1. Amending Bylaws. These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least two-thirds (67%) of the total undivided interests in the Common Areas in the Project as shown in the Declaration. After the Department of Veterans Affairs has approved the Bylaws, amendments to these Bylaws must be approved by the Department of Veterans Affairs. Amendment of these Bylaws is also subject to the provisions of paragraph o of Section 27 of Article III of the Declaration, as amended.

2. Consent Equivalent to Vote. In those cases in which the Act or these Bylaws

require 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 hold at least the necessary percentage of undivided Ownership interest.

ARTICLE VIII MORTGAGES

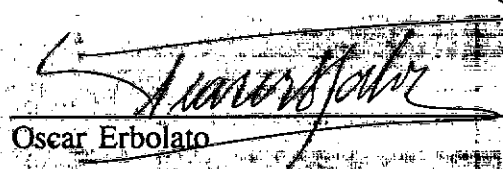
Notice to the Management Committee. An Owner who mortgages his Unit shall notify the Management Committee of the name and address of his mortgagee, and the Management Committee shall maintain such information in a book entitled "Mortgagees of Unit."

ARTICLE IX COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Utah Code Annotated. In case there is any conflict between these Bylaws and the Utah Code Annotated, the provisions of the Utah Code Annotated will supersede and apply. Likewise, in the case of any conflict between these Bylaws and Declaration, the Declaration shall supersede and apply.

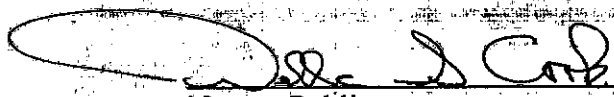
Adopted and approved this 22nd day of May, 1998 2000

GRANDE COLUMBIA MANOR
MANAGEMENT COMMITTEE


Oscar Erbolato

STATE OF UTAH)
)ss.
 COUNTY OF UTAH)

On the 22nd day of May, 2000, personally appeared before me Oscar Erbolato, _____ and _____, who being by me duly sworn, did say that they constitute the Management Committee of the Grande Columbia Manor Association and that they signed said instrument in behalf of said Association by authority of the Declaration of Condominium of Grande Columbia Manor and they acknowledged to me that said Association executed the same.



 Notary Public

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