ENTRY #	YEAR
27764	1995
64970	1997
9799	2001
30147	2001

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93/37

ENT 64970 BK 4356 PG 80
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Aug 25 10:09 am FEE 93.00 BY AS
RECORDED FOR RAYNER ASSOCIATES

AMENDED

CONDOMINIUM DECLARATION

FOR

APRIL CONDOMINIUMS

THIS AMENDED DECLARATION is made and executed by APRIL APARTMENTS, L.C., sole owner as described on the Record of Survey Map, hereinafter referred to as "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Ann. §§ 57-8-1 through 57-8-36, for itself, its successors, grantees and assigns.

ARTICLE I

RECITALS

Declarant is the sole owner of that certain real property in Utah County, Utah, which is described in Exhibit "A" attached hereto and made a part hereof by this reference.

There will be constructed buildings and other improvements thereon in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith.

Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above-described real property and the said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as APRIL CONDOMINIUMS.

Declarant desires and intends to sell the fee title to the individual units contained in said Condominium Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations and restrictions contained herein.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Condominium Project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

ARTICLE II

DEFINITIONS

1. Name. The name by which the Condominium Project shall be known is APRIL CONDOMINIUMS.

2. Definitions. The terms use herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2.

(a) The word "Declarant" shall mean APRIL APARTMENTS, L.C., sole owner as described on the Record of Survey Map, which has made and executed this Declaration and/or any successor to or assignee of Declarant conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(b) The word "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Ann. §§ 57-8-1 through 57-8-36 as the same now exists and as it may be amended from time to time.

(c) The word "Condominium" shall mean and refer to a single unit in this Condominium Project together with an undivided interest in common with other unit owners in the Common Areas and Facilities of the Property, and together with all other appurtenances belonging thereto, as described in this Declaration.

(d) The word "Declaration" shall mean this instrument by which APRIL CONDOMINIUMS is established as a Condominium Project.

(e) The word "Property" shall mean and include the land, described in Article I, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(f) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, as defined above, together with all rights, obligations and organizations established by this Declaration.

(g) The word "Map" shall mean and refer to the Record of Survey Map of APRIL CONDOMINIUMS recorded herewith by Declarant.

(h) The word "Unit" shall mean and refer to one of the Units, which is designated as a Unit on the Map, and more particularly described in Article V 3. hereof.

(i) The words "Unit Owner" or "Owner" shall mean the entity, person or persons owning a Unit in the Condominium Project in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Utah County, Utah. The term Unit Owner or Owner shall not mean or include a mortgagee, beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(j) The words "Association of Unit Owners" or "Association" shall mean and refer to the Unit Owners taken as, or acting as, a group in accordance with the Declaration and the Bylaws attached hereto as Exhibit "B," which Bylaws are hereby incorporated herein.

(k) The words "Unit Number" shall mean and refer to the letter, number or combination thereof designating the Unit in the Declaration and in the Map.

(l) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the Bylaws hereto attached as Exhibit "B." Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

(m) The term "Manager" shall mean and refer to the person, persons or corporation, if any, selected by the Management Committee to manage the affairs of the Condominium Project.

(n) The term "Common Areas and Facilities" shall mean and refer to:

(1) The land described on Exhibit "A" attached;

(2) That portion of the Property not specifically included in the respective Units as herein defined;

(3) All foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, stairs, stairways, yards, landscaping, streams, ponds, pump stations, sprinkler systems, fire sprinkler systems, cable television systems, fences, service and parking areas and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;

(4) Those areas specifically set forth and designated in the Map as "Common Area" or "Limited Common Area;" and

(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(o) The words "Common Expenses" shall mean and refer to: All expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities including an adequate reserve fund for maintenance, repair and replacement of those Common Areas and Facilities that must be replaced on a periodic basis; all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, and such rules and regulations pertaining to the Condominium Project as the Management Committee, the Association of Unit Owners or the Management Committee may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Management Committee.

(p) The words "Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the designated parking spaces as indicated on the Map (each Unit shall be assigned one parking space with the remaining spaces designated as common areas), the designated storage areas, as well as the balconies and patios that are adjacent to, contiguous with and open into the Units, as more particularly identified in the Map. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Unit associated with such Limited Common Area.

(q) The words "Utility Services" shall include, but not be limited to, water, trash collection, sewage disposal, electric and gas service.

(r) The word "Mortgage" shall mean and include both a mortgage on any Condominium Unit and a deed of trust on any Condominium Unit. The words "First Mortgage" shall mean a Mortgage, the lien of which is prior and superior to the lien of any other Mortgage on the same Unit.

(s) The word "Mortgagee" shall mean and include both the mortgagee under a mortgage on any Condominium Unit and the beneficiary under a deed of trust on any Condominium Unit. The words "First Mortgagee" shall mean the Mortgagee under a First Mortgage on any Unit.

(t) Those definitions contained in the Act, to the extent they are applicable hereto and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

ARTICLE III

SUBMISSION TO CONDOMINIUM OWNERSHIP

Declarant hereby submits the Property to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

ARTICLE IV

COVENANTS TO RUN WITH THE LAND

This Declaration contains covenants, conditions and restrictions relating to the Project which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, personal representatives, devisees and assigns.

ARTICLE V

DESCRIPTION OF PROPERTY

1. Description of Land. The land is that tract or parcel in Utah County, Utah, more particularly described in Article I of this Declaration.

2. Description of Improvements. The Project will be constructed in accordance with the information contained in the Map. The buildings in the Project are of insulated stud wall construction with partial brick and partial aluminum siding. Roofs are asphalt shingle. A total of twelve (12) units are contained in the buildings. The improvements include a paved driveway and a thirty (30) space parking area, twelve (12) spaces of which will be covered. Sewer, water, gas and electrical services will be provided to the units. The Common Areas will be landscaped with a lawn sprinkling system. Curb and sidewalks will be provided as shown on the Map. The project will be subject to the easements which are reserved through the project and as may be required for utility services.

3. Description and Legal Status of Units. The Map and Exhibit "C" hereto show the Unit number of each Unit, its location and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed.

(a) Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:

(1) The upper boundary shall be the plane of the lower surface of the ceiling;

(2) The lower boundary shall be the plane of the upper surface of the floor; and

(3) The vertical boundaries of the Unit shall be (i) the interior surface of the outside walls of the building bounding a Unit; and (ii) the interior surface of any interior walls bounding a Unit.

4. Description of Common Areas and Facilities. Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:

(a) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(b) Driveways, parking areas, patios, balconies, lawns, sprinkler systems, shrubs, trees, ponds, streams, entrance ways and storage areas;

(c) Any utility pipe or line or system servicing more than a single Unit, including but not limited to any cable television system, and all ducts, wires, conduits, and other accessories used therewith;

(d) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(e) All repairs and replacements of any of the foregoing.

ARTICLE VI

ALTERATIONS

For one (1) year following the recordation hereof, Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Units or to combine Units, so long as the Declarant owns the Units so altered or combined. Any change of the boundaries between the Units, or any alteration of the Common Areas shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Article XXVII of this Declaration. Any change in Unit size shall be accompanied by a reallocation of fractional interests in Common Area on a square-footage basis. No such change shall increase the number of Units nor materially alter the boundaries of the Common Areas and Facilities nor change the fraction of ownership of Common Areas and Facilities associated with the non-altered or non-combined Units without amendment of this Declaration and of the Map in the manner described in Article XXVII of this Declaration.

ARTICLE VII

STATEMENT OF PURPOSE AND RESTRICTION ON USE

1. Purpose. The purpose of the Condominium Project is to provide residential housing space for Unit Owners, their families, guests and lessees, and to provide parking space for use in connection therewith, all in accordance with the provisions of the Act.

2. Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth:

(a) Each of the Units shall be occupied only as a residence and for no other purpose. No business shall be operated in or from any Unit itself other than the rental of the Unit itself, subject to applicable zoning and business regulation laws and ordinances. Each parking stall shall be used for the parking or storage of one (1) operable motor vehicle of a size no larger than a standard automobile or 3/4 ton truck and for no other purpose. The Common Areas and Facilities shall be used only for the purposes for which they are intended.

(b) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law or regulation of any governmental authority. No Unit Owner shall cause or permit a recreational vehicle of any kind to be stored or parked on the Property. Temporary parking for guests or other purposes shall not exceed a period of seven (7) days.

(c) No Unit Owner shall cause or permit anything (including, without limitation, an individual television antenna, an awning, canopy, shutter, storm door or screen door) to hang, be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee. No sign of any kind shall be displayed to the public view on or from any residential Unit or the Common Areas unless it is for the common benefit of all Unit owners.

(d) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(e) Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

(f) No pets or animals of any kind shall be allowed, kept, bred or raised in any Unit or on any of the Common Areas in the Project, except pursuant to rules and regulations established by the Management Committee.

(g) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(h) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities without the prior written consent of the Management Committee.

ARTICLE VIII

PERSON TO RECEIVE SERVICE OF PROCESS

The person to receive service of process in the cases provided herein or in the Act is Donna Dees, 712 East 1500 South, Orem, Utah 84058. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

ARTICLE IX

OWNERSHIP AND USE

1. Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of the undivided interest in the Common Areas and Facilities set forth on Exhibit "C" hereto. Exercise of Declarant's option to expand shall result in a change in the undivided interest appurtenant to each Unit.

2. Nature of and Restriction on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, or joint tenancy so long as no Unit is owned by more than six persons or entities. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions chosen solely by the Unit Owner and his lessee. All Unit Owners shall be responsible to ensure their tenants and other occupants or users of the Project comply with the Act, this Declaration, the Bylaws, and all rules and regulations of the Association of Unit Owners and Management Committee.

3. Prohibition Against Subdivision of Unit. Except as provided in Article VI above, no Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into time intervals or into physical tracts or parcels smaller than the whole Unit as shown on the Map.

4. Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Article V 4. of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No fractional ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a fraction of undivided ownership interest shall automatically accompany the transfer of the

Unit to which it relates. A Unit Owner's fractional ownership interest in the Common Areas and Facilities shall be the same for all purposes, including voting and assessment of common expenses. The fractional ownership interests in the Common Area are set forth in Exhibit "C" hereto.

5. Use of Common Areas and Facilities. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project, subject to the Declaration and Bylaws. This right of use shall be appurtenant to and run with each Unit.

ARTICLE X

LIMITED COMMON AREAS

Each Unit Owner shall be entitled to the exclusive use and occupancy of the Limited Common Areas assigned to his Unit as set forth in Exhibit "C," or as shown on the Map, subject, however, to the same restrictions on use which apply generally to the Common Areas and Facilities and to Rules and Regulations to be promulgated by the Management Committee as authorized in the Bylaws. Such right to use the Limited Common Areas shall be appurtenant to and contingent upon ownership of the Unit associated therewith, and even though not specifically mentioned in the instrument of transfer, shall automatically pass to the grantee or transferee of such Unit. Such right of use shall not be revocable, nor may it be voluntarily or involuntarily relinquished, waived or abandoned.

ARTICLE XI

VOTING - MULTIPLE OWNERSHIP

The vote attributable to and exercisable in connection with a Unit shall be the fraction of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit as shown on Exhibit "C." In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE XII

MANAGEMENT

1. Management Committee. The business, property and affairs of the Project shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners. The Management Committee shall, in connection with its exercise of any of the powers delineated in paragraphs (a) through (g) below, constitute a legal entity capable of dealing in its own name. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) 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 and Facilities;

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

(c) The power to sue and be sued;

(d) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;

(e) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;

(f) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners; and

(g) 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 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.

2. Composition of Management Committee. The Committee shall be composed of three (3) members, two (2) to be elected for a two year term and, at the first Owners' meeting, one of the members shall be elected for only a one year term so that elections and vacancies can be staggered. At each regular Owners' meeting, Committee members shall be elected for any vacant positions. Except for the initial Management Committee, only Unit Owners and officers and agents shall be eligible for Committee membership. At the annual meeting, the Owner(s) of each Unit shall be entitled to one (1) vote for each seat to be filled. Notwithstanding the foregoing limitations, until the first meeting of the Owners, the members of the Committee shall be the following persons and each shall hold office as indicated:

Mark L. Bryner	President
Donna Dees	Vice President
Conrad Walton	Secretary/Treasurer

Any Committee member who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has not attended at least seventy-five percent (75%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his seat. In the event a Committee seat becomes vacant, whether by reason of forfeiture or due to another cause, 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. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed out of common expense assessments for all expenses reasonably incurred in connection with Committee business, but shall receive no additional compensation for their services as Committee members.

3. Responsibility. The Management Committee shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

4. Approval Required. The Management Committee shall not, without prior favorable vote or the written consent of the Owners of a majority interest in the undivided ownership of the

Common Area, have the authority to purchase or sell any real property or add any property to the Common Area.

5. Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith, subject to the approval of the Department of Veteran Affairs pursuant to Title 38, Code of Federal Regulations, Section 36.4357(c)(4).

6. Name. The Management Committee shall be known as the APRIL CONDOMINIUMS Management Committee.

7. Manager. The Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project shall be entered into by the Management Committee or the Association, shall call for a term not exceeding two (2) years, renewable upon the consent of the Management Committee or the Association, and shall provide that such management agreement may be terminable by the Management Committee or by the Association for cause on 30 days' notice.

ARTICLE XIII

EASEMENTS

1. Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit or reasonably accessible only through such Unit.

1. In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so

long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners occurring after the date on which this Declaration is recorded.

ARTICLE XIV

CHANGE IN OWNERSHIP

The Management Committee shall maintain up-to-date records showing the name of each Owner, the address of such Owner, and the Unit which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of the county where the Project is located. The Management Committee may for all purposes act and rely on the information concerning Owners and Unit Ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of the county where the Project is located. The address of an Owner shall be deemed to be the address of the Unit owned by such Owner unless the Management Committee is otherwise advised. An Owner who fails to so furnish the above information shall continue to be liable for monthly assessments of common expenses even after transferring ownership of the Unit.

ARTICLE XV

ASSESSMENTS

Every Unit Owner shall pay his proportionate share of the Common Expenses including but not limited to each Unit's proportionate share of all assessments of the Project by the Management Committee. Payments thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration or the Bylaws. There shall be a lien for nonpayment of Common Expenses as provided in the Act.

ARTICLE XVI

DESTRUCTION OR DAMAGE

In the event of destruction of or damage to part or all of the improvements in the Condominium Project, the procedures of this section shall apply.

(a) If the 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 seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest in the Common Areas and Facilities, said assessment becoming a lien on the Units as provided in the Act.

(c) If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if, within one hundred (100) days after the destruction or damage, the Unit Owners, by a vote of at least seventy-five percent (75%) of the entire undivided ownership, and fifty-one percent (51%) of all holders of first mortgages on units, elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subdivision (b) above.

(d) If seventy-five percent (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 Owners and mortgage holders as provided in Paragraph (c) above do not elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record, with the County Recorder of the county where the Project is located, a notice setting forth such facts. Upon recording of such notice the provisions of subsections (1) through (4) of § 57-8-31, Utah Code Ann., shall apply and shall 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 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows:

The Management Committee shall select three (3) appraisers; each appraiser shall independently estimate the percentage of Project improvements which have been destroyed or substantially damages; the percentage which govern the application of the provisions of this section shall be the median of the three (3) estimates.

ARTICLE XVII

TAXES

It is understood that under the Act each Unit, together with its fraction of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium. All taxes, assessments and charges which may become liens prior to any First Mortgage shall relate only to the individual Unit against which they are assessed and not to the Project as a whole.

ARTICLE XVIII

INSURANCE

1. Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force such insurance as it deems appropriate, including hazard insurance, liability insurance and fidelity insurance.

The Association of Unit Owners and/or Management Committee shall be appointed as the Attorney-in-Fact to represent the interests of each unit in any proceedings, negotiations, settlements or agreements relating to insurance claims or payments. Any and all proceeds from a settlement shall be payable to the Association of Unit Owners and/or Management Committee for the benefit of the Unit Owners and their mortgage holders.

ARTICLE XIX

PAYMENT OF EXPENSES

1. Each Unit Owner shall pay the Management Committee his allocated portion of assessments made by the Management Committee and his allocated portion of the cash requirement to manage and operate the Condominium Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. If the Unit Owner shall fail to pay any installment within ten (10) days of the time when the same becomes due, the Owner shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof.

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

3. The assessment payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the fraction of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown in Exhibit "C. Such assessments, together with any additional sums accruing under this Declaration, shall be payable quarterly in advance, or in such payments and installments as shall be provided by the Management Committee. The Management Committee has estimated that the Common Area expenses for the first year will be Thirty Six Hundred Dollars ($3,600.00). The quarterly share initially attributable to each Unit is set forth in Exhibit "C" and constitutes the initial assessment. A sum equal to the initial quarterly assessment is to be paid by the initial purchaser at the time of purchase. The foregoing is only an estimate, however, and may be revised by the Management Committee as experience is accumulated.

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

5. If an Owner shall at any time let or sublet his Unit and shall default for a period of one (1) month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit so much of the rent due or becoming due and payable as is necessary to cure said default and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

6. Each assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid Common expenses may be maintained without foreclosure for waiving the lien (described hereafter) securing the same. If not paid when due, the amount of any assessment, whether regular or special, assessed to a Unit plus interest at twelve percent (12%) per annum, costs of action and reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice thereof as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(a) Tax and special assessment liens on the Unit in favor of any assessing unit, or special district; and

(b) Encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

7. In any conveyance, except to a mortgagee as hereinafter set forth, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Manager or Management Committee setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be

liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.

8. A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrance or prospective Owner or encumbrances of a Unit upon request at a reasonable fee initially not to exceed Ten Dollars ($10.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid Common Expenses which become due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrance holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment that encumbrance shall have a lien on that Unit of the same rank as the lien of his encumbrance for the amounts paid.

9. Upon payment or other satisfaction of delinquent assessments concerning which a notice of assessment has been recorded, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

10. In the event of foreclosure, the Unit Owner, if he is an owner-occupier and desires to remain in the Unit during any redemption period, shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the security. The Management Committee or Manager shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit.

ARTICLE XX

MORTGAGEE PROTECTION

1. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the mortgage held by such Mortgagee neglects for a period of sixty (60) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

2. The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to a First Mortgage affecting such Unit. A Mortgagee who obtains title to a Unit pursuant to his Mortgage or a deed or assignment in lieu of foreclosure shall not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the Mortgagee and shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to the acquisition of title to such Unit by Mortgagee (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not a burden to a Mortgagee coming into possession pursuant to his Mortgage or a deed or assignment in lieu of foreclosure shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

3. Unless all of the First Mortgagees have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

(a) To seek to abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey map (except as provided in Article XVI hereof in the event of certain destruction or damage):

(b) To partition or subdivide any Unit:

(c) To seek to abandon, partition, subdivide, encumber, sell or transfer all or any of the Common Areas and Facilities (except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities except as provided in Article XVI hereof in the event of certain destruction or damage);

(d) To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement or reconstruction of such improvements, except as provided by statute in the event of substantial loss to the Units and/or Common Areas and Facilities;

(e) To change the pro rata interests or obligations of any Unit which apply for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (2) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; provided, however, that nothing herein shall impair, restrict or prevent the exercise of Declarant's Option to Expand in accordance with Article XXXI hereof, even though such expansion would result in a pro rata reallocation of undivided ownership of the Common Areas and Facilities;

(f) To alter the provisions of Article XVIII hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

4. Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, or the Association of Unit Owners, or of the Condominium Project. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall furnish to such Mortgagee copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium project as may be prepared for distribution to or use by the Committee, the Association, or the Unit Owners.

5. The Management Committee and the Association shall establish an adequate reserve fund to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

6. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or any

taking or anticipated condemnation of: (a) the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand Dollars ($10,000.00); or (b) any Unit involving an amount in excess of, or reasonably estimated to be in excess of, One Thousand Dollars ($1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

7. Nothing contained in this Declaration shall give a Unit Owner, or any other party, priority over any rights of a First Mortgagee pursuant to its Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units and/or Common Areas and Facilities.

8. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article XX, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

9. Except with respect to combination or division of Units pursuant to Article VI, no amendment to this Article XX which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Article XX shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the County Recorder of the county where the Project is located. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Article XX as a condition to amendment has been obtained.

ARTICLE XXI

EMINENT DOMAIN

In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of §57-8-32.5, Utah Code Ann. (Supp. 1977) shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

ARTICLE XXII

MAINTENANCE

I. Each Owner of a Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee on behalf of all Unit Owners is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any heating equipment, hot water equipment or plumbing fixtures that may be used exclusively by the Unit. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Areas appurtenant to his Unit; provided, however, that without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration in or to the Unit or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located.

1. Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Units.

ARTICLE XXIII

RIGHT OF ENTRY

The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devises or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owners affected by such entry shall first be notified thereof if available and if time permits.

ARTICLE XXIV

ADMINISTRATIVE RULES AND REGULATIONS

The Management Committee shall have the power to adopt and establish by resolution, such Project management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times, obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all the Unit Owners, tenants, subtenants or other occupants of the Units.

The Association of Unit Owners and/or Management Committee shall have a right of action against Unit Owners who fail to comply with the rules and regulations adopted together with the provisions of the Declaration and Bylaws. Nothing herein shall be construed to limit or prohibit the right of an individual Unit Owner to bring such action nor the right of Unit Owners to bring actions against the Owners Association in the event of a failure to comply with these provisions.

ARTICLE XXV

OBLIGATION TO COMPLY HEREWITH

Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations of the Management Committee, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the

Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom, including costs and reasonable attorney's fees.

ARTICLE XXVI

INDEMNIFICATION OF MANAGEMENT COMMITTEE

Each member of the Management Committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his being or having been a member of said Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct or gross negligence of the member.

ARTICLE XXVII

AMENDMENT

In addition to the amendment provisions contained in Article VI hereof, and subject to the terms of Article XX, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the common areas and facilities, by the affirmative vote and approval of not less than fifty-one percent (51%) of those mortgage holders who hold first mortgage obligations on the condominium units and the approval of the United States Department of Veterans Affairs (the "Deparment"). All proposed amendments shall be submitted to the Deparment for review and approval prior to recordation. In the case of mortgage holders, only, consent shall be presumed to have been given by any mortgage holder who fails to respond to a written proposal for an amendment within thirty (30) days after receiving notice of such proposed amendment, provided that any such notice shall have been sent certified mail, return receipt requested. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Committee shall certify that the vote or consent required by this Article XXVII has occurred. Notwithstanding any other provision contained herein, until occurrence of either of the events referred to in Article XXIX hereof, no amendment to the map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

ARTICLE XXVIII

CONSENT IN LIEU OF VOTE

In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for 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 stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

(a) all necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;

(b) any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and

(c) unless the consents of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

ARTICLE XXIX

DECLARANT'S SALES PROGRAM

Notwithstanding any other provision of this Declaration, until Declarant ceases to be a Unit Owner or the expiration of four (4) years after the date on which this Declaration is filed for record in the office of the County Recorder of the county where the Project is located, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish the sale of all Units owned by Declarant.

I. Declarant shall have the right to maintain a sales office and/or model Units. Such office and/or model Units may be Units (at any location) owned by Declarant;

(a) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners or similar devices at any place or places on the Property, but any such device shall be of a size and in a location as is reasonable and customary.

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

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

ARTICLE XXX

LIMITATION ON IMPROVEMENTS BY ASSOCIATION

Until the Occurrence described in Article XXIX, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as they existed at the time the Declaration was recorded.

ARTICLE XXXI

SEVERABILITY

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, sections or articles hereto shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

ARTICLE XXXII

DECLARANT'S RIGHTS ASSIGNABLE

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

ENT 64970 BK 4356 PG 107

ARTICLE XXXIII

GENDER

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

ARTICLE XXXIV

WAIVERS

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

ARTICLE XXXV

TOPICAL HEADINGS

The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE XXXVI

EFFECTIVE DATE

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on its behalf this ________ day of ____________________, 1997.

APRIL APARTMENTS, L.C.

BY: Mark L Bryner

ITS: managing [illegible]

STATE OF UTAH)
: ss
COUNTY OF ______)

I hereby certify that on this day before me, an officer duly authorized to take acknowledgements in the state and county aforesaid, personally appeared Mark L Bryner, known to me to be the person described in and who executed the foregoing instrument on behalf of APRIL APARTMENTS, L.C., as a member, and acknowledged before me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 19 day of August, 1997.

Tammy L. Richards
NOTARY PUBLIC

IN WITNESS WHEREOF, the Management Committee hereby certifies that the foregoing amended bylaws of April Condominiums, a condominium project, have been approved and consented to by owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the common areas and facilities, and by not less than fifty-one percent (51%) of those mortgage holder who hold first mortgage obligations on the condominium units.

DATED August 19, 1997.

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
June 25, 1998
TAMMY L. RICHARDS
9785 South State
Sandy, Utah 84070

Management Committee

By: Mark L Bryner

10-116

ENT 64970 BK 4356 PG 110

EXHIBIT "B"

AMENDED

BYLAWS OF APRIL CONDOMINIUMS

A CONDOMINIUM PROJECT

I

IDENTITY

These are the Bylaws of APRIL CONDOMINIUMS, a Condominium Project, duly made and provided for in accordance with the Act. Any term used herein which is defined in the Declaration to which these Bylaws are appended shall have the meaning ascribed therein.

II

APPLICATION

All present or future owners, tenants or any other persons who might use the facilities of APRIL CONDOMINIUMS in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any of said Units or part thereof or the Common Areas and Facilities will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

III

ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the Unit Owners shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The first annual meeting of the Unit Owners shall be held at the Project at such time after completion of the Project as determined by the Management Committee. Thereafter, the annual meeting shall be held the first Sunday in January of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on

the next succeeding business day, and further provided that the Management Committee may be - by resolution fix the date of the annual meeting on such date or at such other place as the Management Committee may deem appropriate.

IV

MANAGEMENT COMMITTEE

1. Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee.

2. Election. The Management Committee shall be elected as provided in the Declaration.

3. Vacancies. Vacancies on the Management Committee shall be filled as provided in the Declaration.

4. Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual meeting of the Unit Owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the Management Committee may from time to time designate.

5. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the president, vice president, or by two or more members. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

6. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the members of the Management Committee then in office.

7. Compensation. Members of the Management Committee, as such, shall not receive any stated salary or compensation; provided that nothing shall be construed to preclude any member of the Management Committee from receiving reimbursement for actual expenses incurred in connection with Committee business.

8. Waiver of Notice. Before or at any meeting of the Management Committee any member thereof 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 of the Management Committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

9. Adjournments. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

V

OFFICERS

1. Designation and Election. The principal officers of the Management Committee shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that election of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee, but membership on the Committee shall not exceed three (3) members.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

4. President. The president shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and the Management Committee. He shall have all of the general powers and duties which are normally vested in the office of the president of a corporation including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

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 the vice president is able to act. the Management Committee shall appoint some other member thereof to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners: he shall have charge of the books and papers as the Management Committee may direct: and he shall in general perform all the duties incident to the office of secretary.

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

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity. unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

VI

ACCOUNTING

1. Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the treasurer and in accordance with reasonable standards and accounting procedures.

2. Report. At the close of each accounting year. the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Until changed by the Management Committee the accounting year of the Association shall end on each December 31st. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners. Provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing

at least seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities determine to require the same.

3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Management Committee for inspection at reasonable times by any Unit Owner.

VII

PROJECTED RULES

The Management Committee shall have the power to adopt and establish, by resolution, such Project management and operational rules and regulations as it may deem necessary for the maintenance, operation management and control of the Condominium Project, and the Management Committee may from time to time, by resolution, alter, amend and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all Unit Owners of the Condominium Project. Provisions of the Act pertaining to the rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

VIII

AMENDMENT OF THE BYLAWS

These Bylaws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration, including the requirement that any amendment must be approved by the Department of Veterans Affairs pursuant to Title 38, Code of Federal Regulations, Section 36.4357(c)(4).

IX

OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Management Committee shall be responsible for the maintenance, control, operation and management of the Condominium Project in accordance with the provisions of the Act, the Declaration under which the Condominium Project was established and submitted to the provisions of the Act, these Bylaws and such rules and regulations as the Association of the Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

X

RULES AND REGULATIONS

Copies of all rules and regulations adopted by the Management Committee shall be mailed or delivered to all Unit Owners at least ten (10) days prior to the effective date thereof.

XI

INSPECTION OF PERTINENT DOCUMENTS

The books and records of the Association, names and addresses of the officers, committee members, and Unit Owners, minutes of owner and committee meetings and other pertinent documents, shall be available at the office of the Association for inspection or copying by any Unit Owner.

IN WITNESS WHEREOF, the Management Committee hereby certifies that the foregoing Amended Bylaws of April Condominiums, a condominium project, have been approved and consented to by owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the common areas and facilities, and by not less than fifty-one percent (51%) of those mortgage holders who hold first mortgage obligations on the condominium units.

DATED August 19, 1997.

Management Committee

By: ____________________

[ABC-DOC APRIL BYLAMENDEDINS

EXHIBIT "C"

OWNERSHIP OF COMMON AREAS AND ASSIGNMENT OF PARKING SPACES AS LIMITED COMMON AREA

Unit Nos.	Square Footage	Share of Ownership of Common Area and Facilities	Parking Spaces
1	2,210	.155	1 covered space
2	1,218	.0855	1 covered space
3	1,218	.0855	1 covered space
4	1,218	.0855	1 covered space
5	1,047	.0735	1 covered space
6	1,047	.0735	1 covered space
7	1,047	.0735	1 covered space
8	1,047	.0735	1 covered space
9	1,047	.0735	1 covered space
10	1,047	.0735	1 covered space
11	1,047	.0735	1 covered space
12	1,047	.0735	1 covered space

not part of association anymore.

8,376 condos
3,654 Town
12,030

Townhouse .304
Condos .646
1.000

576
80.00

69.71

ENT 30147:2001 PG 1 of 9
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Apr 02 10:49 am FEE 27.00 BY AB
RECORDED FOR APRIL CONDOMINIUMS

CORRECTED

SECOND AMENDMENT TO THE

CONDOMINIUM DECLARATION

FOR

APRIL CONDOMINIUMS

THIS CORRECTED SECOND AMENDMENT TO DECLARATION is made effective this 31st day of March, 2001 by the Management Committee of the April Condominiums pursuant to the provisions of the Condominium Declaration of April Condominiums.

RECITALS

A. On August 3, 1994, April Apartments, L.C., a Utah limited liability company executed a Condominium Declaration for April Condominiums relative to certain real property described on Exhibit "A" which Condominium Declaration was recorded on May 4, 1995, as Entry No. 27764, in Book 3670, at Page 685 of the official records of the Utah County Recorder and was amended by the Amended Condominium Declaration for April Condominiums dated August, 1997 and recorded August 25, 1997 as Entry No. 64970, in Book 4356 at Page 80 of the official records of the Utah County Recorder (hereafter the original Condominium Declaration and the Amended Condominium Declaration shall collectively be referred to as the "Declaration").

B. Although included in the Condominiums as Unit 1 and subject to the Declaration, Unit 1 is substantially different in type and structure from the other Condominium Units in that it is a separate structure and residence.

C. The Unit Owners have agreed that the area surrounding Unit 1 shall be treated as Limited Common Area for Unit 1, that such Limited Common Area shall not be maintained by the Association, that the insurance and maintenance of Unit 1 and its Limited Common Area shall not be treated as Common Expenses, and that Unit 1 shall accordingly not be subject to the assessment of Common Expenses to the same extent as the other Units of the Condominium.

D. In accordance with the provisions of Article XXVII of the Declaration, sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of the mortgagees have consented to the amendment of the Declaration and the Map as set forth herein and the Management Committee in accordance with such Article XXVIII desires to record an instrument reflecting such amendments.

E. The original Second Amendment to the Declaration of Condominium of April Condominiums contained an error in the legal description which is corrected herein.

NOW THEREFORE, for the foregoing purposes, the Management Committee hereby declares and certifies that the Declaration and Map have been amended as follows:

1. Article II, Paragraph 2(o) shall be amended to read as follows:

(o) The words "Common Expenses" shall mean and refer to: All expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities including an adequate reserve fund for maintenance, repair and replacement of those Common Areas and Facilities that must be replaced on a periodic basis; provided, however, that Common Expenses shall not include the expenses of the maintenance, repair or replacement of the Common Areas as defined in paragraph (n)(3) above which comprise Unit 1 nor of the Limited Common Areas associated with Unit 1 as described in paragraph (p) below; all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, and such rules and regulations pertaining to the Condominium Project as the Management Committee, the Association of Unit Owners or the Management Committee may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Management Committee, provided that such expenses shall not include the casualty or property insurance attributable to Unit 1.

2. Article II, Paragraph 2(p) shall be amended to read as follows:

(p) The words "Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be:

(1) with respect to Unit 1 the portion of the Common Areas which comprise the front, sides and rear yards of Unit 1 and are more particularly described as follows:

COMMENCING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1500 SOUTH STREET, SAID POINT BEING LOCATED NORTH ALONG THE SECTION LINE 651.15 FEET AND WEST 574.90 FEET FROM THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88°52'00" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF 1500 SOUTH STREET 106.30 FEET; THENCE SOUTH 00°04'00" EAST 134.50 FEET; THENCE SOUTH 88°52'00" EAST 82.48 FEET; THENCE NORTH 01'08'00" EAST 9.00 FEET; THENCE SOUTH 88°52'00" EAST 23.49 FEET; THENCE NORTH 125.49 FEET TO THE POINT OF BEGINNING.

(2) the designated parking spaces as indicated in the Map (each Unit shall be assigned one parking space with the remaining spaces designated as common areas), provided, that the covered parking space originally designated for Unit 1 is shall be relinquished by the Owner of Unit 1 upon her sale of Unit 3 and such parking space shall thereafter be designated as Common Area.

(3) the designated storage areas, as well as the balconies and patios that are adjacent to, contiguous with and open into the Units, as more particularly identified in the Map.

The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Unit associated with such Limited Common Area.

3. Article V, Paragraph 3 shall be amended to read as follows:

3. Description and Legal Status of Units. The Map and Exhibit "C" hereto show the Unit number of each Unit, its location and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed.

(a) Each Unit, except Unit 1, shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:

(1) The upper boundary shall be the plane of the lower surface of the ceiling

(2) The lower boundary shall be the plane of the upper surface of the floor; and

(3) The vertical boundaries of the Unit shall be (i) the interior surface of the outside walls of the building bounding a Unit; and (ii) the interior surface of any interior walls bounding a Unit.

(b) Unit 1 shall include and be the entire separate building containing and comprising Unit 1.

4. Article VIII shall be amended to read as follows:

ARTICLE VIII

PERSON TO RECEIVE SERVICE OF PROCESS

The person to receive service of process in the cases provided herein or in the Act is Marko Briones, 712 East 1500 South, Orem, Utah 84058. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

5. Article XV shall be amended to read as follows:

ARTICLE XV

ASSESSMENTS

Every Unit Owner, except the Owner of Unit 1, shall pay his proportionate share of the Common Expenses including but not limited to each Unit's proportionate share of all assessments of the Project by the Management Committee. From and after March 1, 1999, the Owner of Unit 1 shall not be obligated to pay any share of the Common Expenses.

6. Article XVI shall be amended to read as follows:

ARTICLE XVI

DESTRUCTION OR DAMAGE

In the event of destruction of or damage to part or all of the improvements in the Condominium Project, the procedures of this section shall apply.

(a) If the proceeds of the insurance maintained by the Management Committee or, with respect to Unit 1, the proceeds of the insurance maintained by the Owner of Unit 1, are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than seventy-five percent (75%) of the Project's improvements, not including Unit 1, are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Committee for such Units are not alone sufficient to accomplish repair or reconstruction, then restoration shall be carried out and all of the Unit Owners, except the Owner of Unit 1, shall be assessed for any deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas and Facilities, said assessment becoming a lien on such Units other than Unit 1 as provided in the Act.

(c) If seventy-five percent (75%) or more of the Project's improvements, not including Unit 1, are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Management Committee for such Units are not alone sufficient to accomplish restoration, and if, within one hundred (100) days after the destruction or damage, the Unit Owners, other than the Owner of Unit 1, by a vote of at lease seventy-five percent (75%) of the entire undivided ownership of such Unit Owners, and fifty-one percent (51%) of all holders of first mortgages on such Units, elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subdivision (b) above.

(d) If seventy-five percent (75%) or more of the Project's improvements, not including Unit 1, are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if, the Owners and mortgage holders as provide in Paragraph (c) above do not elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record, with the County Recorder of the county where the Project is located, a notice setting forth such facts. Upon recording of such notice, the provisions of subsections (1) through (4) of § 57-8-31, Utah Code Ann., shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) If Unit 1 is destroyed or substantially damage, and if proceeds of the insurance maintained by the Owner of Unit 1 are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out by the Owner of Unit 1 and the Owner of Unit 1 shall be obligated to pay any of the expenses unless the Owner of Unit 1 shall elect as provided in paragraph (f).

(f) If seventy-five percent (75%) or more of Unit 1 is destroyed or substantially damaged, and if proceeds of the insurance maintained by the Owner of Unit 1 is insufficient to accomplish restoration, and if, the Owner of Unit 1 and mortgage holders on Unit 1 do not elect to repair or reconstruct the affected improvements within one hundred (100) days after the damage or destruction, the Management Committee shall promptly record, with the County Recorder of the county where the Project is located, a notice setting forth such facts. Upon recording of such notice, the provisions of subsections (1) through (4) of § 57-8-31, Utah Code Ann., shall apply with respect to Unit 1 and shall govern the rights of the Owner of Unit 1 and all parties having an interest in Unit 1.

(g) In applying the provisions of this Article, it is the intention of all parties that the undivided interests of the Owners in the property of the Condominium shall be allocated such that the Owner of Unit 1 shall be allocated Unit 1 and the improvements or value of such improvements of Unit 1 is damaged and the Owners of the other Units shall be allocated such other Units and the improvements or value of such improvements of the other Units.

(h) Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee or the Owner of Unit 1, as applicable. Any determination which is required to be made regarding the extent of the damage to or destruction of Project's improvements, except Unit 1, shall be made as follows:

The Management Committee shall elect three (3) appraisers; each appraiser shall independently estimate the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which govern the application of the provisions of this section shall be the median of the three (3) estimates.

7. Article XVIII shall be amended to read as follows:

ARTICLE XVIII

INSURANCE

1. Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force such insurance as it deems appropriate, including hazard insurance, with respect to all Units except Unit 1, liability insurance and fidelity insurance. The Owner of Unit 1 shall at all times maintain in force such hazard and public liability insurance as it deems appropriate for Unit 1.

The Association of Unit Owners and/or Management Committee shall be appointed as the Attorney-in-Fact to represent the interest of each unit in any proceedings, negotiations, settlements or agreements relating to insurance claims or payments on the insurance except the hazard and liability insurance for Unit 1. Any and all proceeds from a settlement, except for the hazard and liability insurance on Unit 1, shall be payable to the Association of Unit Owners and/or Management Committee for the benefit of the Unit Owners and their mortgage holders.

8. There shall be added to Article XIX and additional paragraph 11 as follows:

ARTICLE XIX

PAYMENT OF EXPENSES

11. Notwithstanding the other provisions of Article XIX, the Owner of Unit 1 shall not be obligated for any assessment for Common Expenses except in accordance with the provisions of Article XV as amended herein.

9. Article XXII shall be amended to read as follows:

ARTICLE XXII

MAINTENANCE

1. The Owner of Unit 1 shall, at his or her expense, keep and maintain the exterior of such Unit and the Limited Common Areas appurtenant to such Unit in good order, condition and repair and in a clean an sanitary condition and shall maintain the good appearance of the

exterior of such Unit and of such Limited Common Areas. Each Owner of a Unit at his or her own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee on behalf of all Unit Owners is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any heating equipment, hot water equipment or plumbing fixtures that may be used exclusively by the Unit. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Areas appurtenant to his Unit; provided, however, that without the written permission of the Management Committee first had and obtained, a Unit Owner, other than the Owner of Unit 1 with respect to Unit 1, shall not make or permit to be made any structural alteration in or to the Unit or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located. The Owner of Unit 1 shall e permitted to make such alteration to the structure or exterior of Unit 1 without the consent of the Management Committee.

2. Except as herein provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive an generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Units.

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

IN WITNESS WHEREOF, the undersigned, being the Management Committee of April Condominiums, has caused this instrument to be executed on the 31st day of MARCH, 2001.

MANAGEMENT COMMITTEE OF APRIL CONDOMINIUMS

By: [signature] President

By: [signature] Title: Vice President

By: [signature] Title: Secretary

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On this 31ST day of MARCH, 2001, personally appeared before me DONNA B. DEES, who being by me duly sworn, did say that she/he is the Secretary, of the Management Committee of April Condominiums, and that the foregoing Second Amendment to the Condominium Declaration of April Condominiums was signed on behalf of April Condominiums in accordance with the said Declaration, and she/he acknowledged to me the execution thereof.

NOTARY PUBLIC:
Residing At: 1259 S 800 E OREM UT 84097

LILIA A. CHAVARIN
NOTARY PUBLIC • STATE of UTAH
1259 SOUTH 800 EAST
OREM, UTAH 84097
COMM. EXP 7-15-2003

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On this 31st day of MARCH, 2001, personally appeared before me IDA N. Tolman, who being by me duly sworn, did say that she/he is the Vice President, of the Management Committee of April Condominiums, and that the foregoing Second Amendment to the Condominium Declaration of April Condominiums was signed on behalf of April Condominiums in accordance with the said Declaration, and she/he acknowledged to me the execution thereof.

NOTARY PUBLIC:
Residing At: 1259 S 800 E OREM UT 84097

LILIA A. CHAVARIN
NOTARY PUBLIC • STATE of UTAH
1259 SOUTH 800 EAST
OREM, UTAH 84097
COMM. EXP 7-15-2003

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On this 31st day of MARCH, 2001, personally appeared before me Janet L. Briones, who being by me duly sworn, did say that she/he is the President, of the Management Committee of April Condominiums, and that the foregoing Second Amendment to the Condominium Declaration of April Condominiums was signed on behalf of April Condominiums in accordance with the said Declaration, and she/he acknowledged to me the execution thereof.

NOTARY PUBLIC:
Residing At: 1259 S 800 E, OREM, UT 84097

LILIA A. CHAVARIN
NOTARY PUBLIC • STATE of UTAH
1259 SOUTH 800 EAST
OREM, UTAH 84097
COMM. EXP 7-15-2003

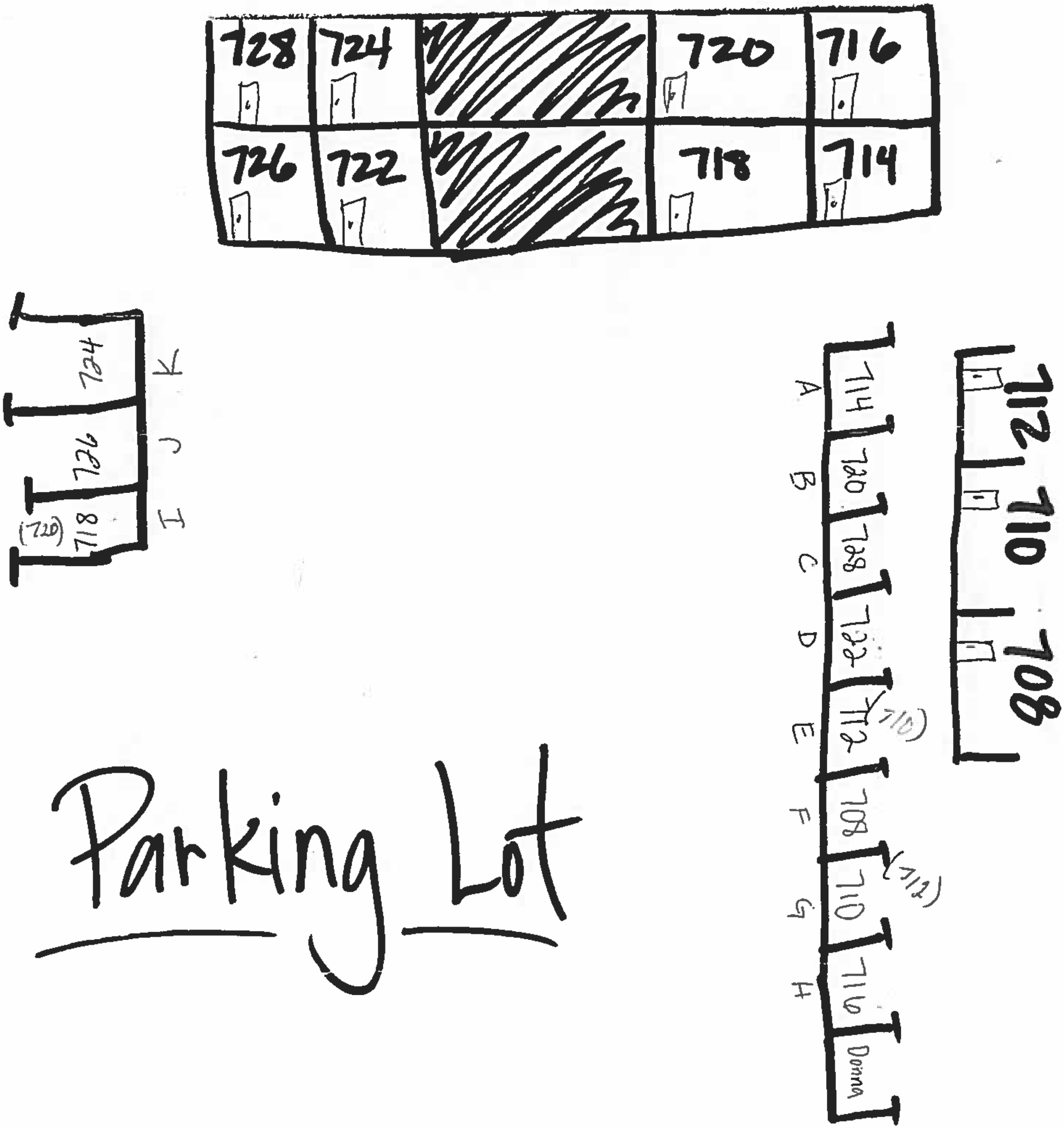
EXHIBIT "A"

PARCEL "A"

Commencing at a point North along Section line 341.16 feet and West 508.91 feet from the East 1/4 Corner of Section 26, Township 6 South, Range 2 East Salt Lake Base and Meridian; thence as follows: North 88°32'15" West 66.05 feet along a fence line; thence North 88°55'00" West 105.90 feet along a fence line; thence North 00°04'00" West 308.40 feet along a fence line; thence South 88°52'00" East 172.30 feet along 1500 South Street; thence South 308.68 feet to the point of beginning.

Contains 1.2184 Acres

NOW KNOWN AS: APRIL CONDOMINIUMS LOTS 1 through 12.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Parking Lot