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By Carole Dean Page Deputy Book 849 Page 1043

594121
DECLARATION OF CONDOMINIUM
OF
THE COURTYARD

The Court, and 1-5 units

THIS DECLARATION is made and executed this 8 day
of June, 1981, by MORRIS K. CHRISTIANSEN, as trustee
of the Morris K. Christiansen Trust, and FRANKIE S. CHRISTIANSEN,
as trustee of the Frankie S. Christiansen Trust, hereinafter
referred to as "DECLARANT", pursuant to the provisions of the
Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36,
Utah Code Annotated (1953) as amended. Hereinafter referred
to as the "ACT".)

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain parcel
of real property (herein sometimes referred to as the "subject
property"), located in Davis County, Utah, and more particularly
described as:

Beginning on the West line of 200 West Street
at a point North 0°19' East 154.80 feet
along the center line of 200 West Street
and West 39.50 feet from the Bountiful City
Monument at 100 North and 200 West Streets,
in the City of Bountiful and running thence
North 0°19' East 202.69 feet along the West
line of 200 West Street to the South line of
200 North Street; thence South 89°35'03"
West 69.50 feet along the South line of 200
North Street; thence South 0°19' West 80.0
feet; thence South 89°35'03" West 58.0 feet;
thence South 0°19' West 110.45 feet; thence
South 89°36'19" East 4.40 feet; thence South
0°19' West 10.42 feet; thence South 89°36'19"
East 123.10 feet along the South face of a
building and a certain fence line to the
point of beginning.

Abstracted
 Indexed
 Entered

 Platted
 On Margin
 Compared

WHEREAS, Declarant has filed simultaneously herewith a
record of survey map ("map") as required by Section 58-8-13 of the
act. See Exhibit "A".

WHEREAS, Declarant has constructed, upon the subject
property a condominium project consisting of various improvements,
all of such construction having been performed in accordance
with the Record of Survey Map; and

WHEREAS, Declarant desires, by filing this Declaration
and Record of Survey Map, to submit the subject property, and

1044

all improvements now or hereafter constructed thereon, to the provisions of the act as a condominium project to be known as The Courtyard.

WHEREAS, Declarant has obtained the acknowledgement and consent to this Declaration of all record owners of the subject property, as well as the consent of all parties possessing liens affecting any portion of the subject property, which by their consents, recorded concurrently with this Declaration, said third party owners and lien holders hereby join in the submission and recording of this Declaration; and

WHEREAS, Declarant intends to sell to various purchasers the fee title to the individual units located within said project, together with the undivided ownership interest in the common areas and facilities appurtenant to the units, subject to the covenants, restrictions, reservations, assessments, charges and liens herein set forth;

NOW THEREFORE, Declarant hereby makes the following declarations:

ARTICLE I

DEFINITIONS

All terms used in this declaration and the appended by-laws shall have the same definition as the terms defined in the act, unless the act allows for a variation of the terms and such variation is contained herein.

ARTICLE II

SUBMISSION

Declarant hereby submits to the Act the subject property situated in Davis County Utah, and described above.

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

The following submission is made upon and under the following covenants, conditions and restrictions:

3.1. Name: The Project, as submitted to the provisions of this Declaration, shall be known as The Courtyard and is located at 181 North 200 West , Bountiful, Utah 84010.

3.2. Description of Improvements: The improvements included in the project are now located upon the subject property described above, and all of the improvements are intended for, and shall be utilized for: office space and facilities for the providing of services by licensed professionals; as general office space and executive suite facilities for other business activities; and for such other adjunct and related services as determined by the Association. All improvements have been constructed with good quality materials, in a workmanlike manner, and in a style and manner architecturally compatible with other improvements on the project. The Map (Exhibit A) shows the number of stories and the number of units which are to be contained in the project and the dimensions of the units and common areas.

3.3. Description and Location of Units: The boundary lines of each unit are the underdecorated or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of windows and doors, window frames and door frames and trim. Each unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures or appliances found within the boundary lines of the unit and servicing only that unit. (Excepting the hot water heaters.) Unit 5 also includes the attached Courtyard.

3.4. Description of Common Areas and Facilities: The common areas and facilities shall mean all land and all portions of the property not contained within any unit, including, but not by way of limitation, roofs, foundations, pipes, floors, ceilings, conduits, wires and other utility installations to the outlets, bearing walls perimeter walls, to the underdecorated or unfinished interior surfaces thereof,

1046

regardless of location, walkways, gardens, recreational areas and facilities which are now or hereafter contained within the property, all installations of power, lights, gas hot and cold water, existing for common use, and all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use and all areas and facilities designated as common areas and facilities in the act. All common areas and facilities not covered by the description of limited common areas and facilities are hereby described as General Common Areas and Facilities.

3.5. Voting - Common Expense - Ownership in Common Areas and Facilities: The proportionate share of the unit owners in the common areas and facilities of the Project is based as Exhibit "B" attached hereto. The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit "B", and shall be used for all purposes including, but not limited to, voting and sharing of the common expenses.

3.6. Unit Maintenance: Each owner shall, at his own cost and expense, maintain, repair, paint, re-paint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the interior of his unit and all walls, ceilings, floors, windows and doors forming the boundaries of his unit. In addition to decorating and keeping the interior of his unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair and replacement of any plumbing fixtures, (except the water heater), heating equipment, air conditioner, lighting fixtures, or other appliances or fixtures that may be in, or connected with, his unit. Each unit shall be maintained so as not to affect adversely the value or use of any other unit. In the event any owner makes any improvements, the owner will be solely responsible for their maintenance and repair.

3.7. Easements and Encroachments:

- a) Some of the common areas or utilities are or may be located within the units or may be conven-

1047

iently accessible only through the units. The owners of the other units shall have the irrevocable right, to be exercised by the Committee, as its agent, to have access to each unit and to all common areas, from time to time, during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common areas or to another unit or units. The Committee shall also have such rights independent of the agency relationship. The Committee shall provide for repair of damage to the interior of any part of a unit or units resulting from the maintenance, repair, emergency repair, or replacement of any of the common areas or as a result of emergency repairs within another unit at the insistence of the Committee or of unit owners; provided, that if such damage is a result of negligence of the owner of a unit, then such owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by owners pursuant hereto shall be collected by the Committee by assessment.

b) Each owner shall be the right to ingress and egress over, upon and across the common areas necessary for access to his unit, and each owner shall have the right to the horizontal and lateral support of a unit, such rights shall be appurtenant to and pass with the title to each unit.

c) The Management Committee shall have non-exclusive easements to make such use of the common

areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

d) There is hereby created a blanket easement upon, across, over and under the subject property for ingress and egress, installation, replacing, repairing and maintaining all utilities including, but not limited to, water, sewer, gas, telephone, electricity, and other utility services, whether or not any part of such easement is shown on the Map.

3.8. Use of Condominium and Common Areas:

a) Each of the units in the Project is intended to be used for professional and business office space and attendant and related services, and is restricted to such uses.

b) There shall be no obstructions of the common areas by the owners, their tenants, guests or invitees without the prior written consent of the Committee. The Committee may, by rules and regulations, prohibit or limit the use of the common areas as may be reasonably necessary for protecting the interests of all the owners or protecting the units or the common areas. Nothing shall be kept or stored on any part of the common areas without the prior written consent of the Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the common areas except upon the prior written consent of the Committee.

c) Nothing shall be done or kept in any unit or in the common areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase

the rate of the insurance on the Project or any part thereof over what the Committee, but for such activity, would pay, without the prior written consent of the Committee. Nothing shall be done or kept in any unit or in the common areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the common areas or any part thereof shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Committee and the owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other owner.

d) No owner shall violate the rules and regulations for the use of the units and of the common areas as adopted, from time to time, by the Management Committee.

e) No structural alterations to any unit shall be made by any owner without the prior written consent of the Committee.

f) The Declarant may make such use of the unsold units and the common areas as may facilitate such completion and sale including, but not limited to, the maintenance of a sales office and personnel, the showing of the units, showing the common areas, and the conducting of advertising and promotional programs.

3.9. Amendments: In addition to the amendment procedure provided by law and elsewhere in this Declaration, the unit owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of three-fifths (3/5) of

the undivided interests in the Project.

3.10. Agent for Service of Process:

The name and address of the person in Davis County, State of Utah, appointed as first agent to receive service of process in matters pertaining to the property is Morris Christiansen 379 West 500 South, Bountiful, Utah 84010.

ARTICLE IV

THE COURTYARD OWNERS ASSOCIATION

4.1. Owners Association: The administration of the Project shall be governed by this Declaration and the By-Laws of the Courtyard, an Association. An owner of a unit shall automatically become a member of the Association and shall remain a member for the period of his ownership.

4.2. Form of Association: The term "Association" as used herein shall mean the Association of Unit Owners as defined in the Act. Initially said Association may be an unincorporated association. The Association may at any time if deemed advisable in the exercise of its sole discretion, cause such unincorporated association to be converted to a non-profit corporation under the laws of the State of Utah; provided, that, from and after the formation of such nonprofit corporation, the rights and duties of the members and of such corporation shall continue to be governed by the provisions of the Act and of this Declaration.

4.3. Association Management: The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the By-Laws of the Association, and rules and regulations adopted thereunder.

4.4. Association Powers: The Association shall have all powers enumerated in the By-Laws.

ARTICLE V

LIMITATION OF USE OF UNITS AND COMMON AREAS

The units and common areas shall be occupied and used as follows:

5.1. Purposes: Without the prior written consent of all

owners of units in the Project, no owner shall occupy or use any unit, or permit the same or any part thereof to be occupied or used, for any purpose other than for office space and facilities and facilities for professional services and business uses as defined in paragraph 3.8 above.

5.2. Alterations and Additions: Except for portions of the project expressly designated on the Map, no building, fence, wall, doorway, or other structure, shall be commenced, erected, altered, or placed on any portion of the Project, without the consent of the Association. All buildings, alterations and additions on the subject property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the project. No structural changes or change in colors or materials on the exterior of any structure shall be made on the Project without the consent of the Association.

5.3. No Animals: No animals, livestock, or poultry of any kind shall be permitted in any unit or in the common areas.

5.4. No Offensive Activities: No noxious or offensive activity shall be carried on in any unit or in the common areas, nor shall any thing be done therein which may be or become an annoyance or nuisance to the other owners.

5.5. Signs: Without prior written consent of the Association or its designee, a unit owner will not permit any sign of any kind to be displayed on the exterior of any unit or any portion of the common areas, except for unobtrusive signs designating unit locations and names of unit owners or lessees. The Declarant will provide for the establishment of a building directory on each floor of the project specifying the location and unit number of each occupany of a unit.

5.6. Construction in Common Areas: Nothing shall be altered or constructed in or removed from the common areas, except upon the written consent of the Association.

5.7. Dumping of Garbage: Except in areas designated on the Map or by the Association, no unit or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash,

papers, junk or debris be burned within the Project, except in incinerators constructed as part of the Project and authorized by all unit owners. Each unit and its related area of responsibility shall be kept free of trash and refuse by the owner of such unit. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in a unit.

5.8. Excavation: No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon which is not in conflict with the terms of this Declaration.

5.9 No Obstruction: There shall be no obstructions of the common areas by the owners, their tenants, guests or invitees without the consent of the Association. The Association may, by rules and regulations, prohibit or limit the use of the common areas as may be reasonably necessary for protecting the interests of all the owners or protecting the units or the common areas. Nothing shall be kept or stored on any part of the common areas without the prior consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the common areas, except upon the prior consent of the Association.

5.10. Use of Unsold Unit: The Declarant may make such use of any unsold unit and the common areas as may facilitate such completion and sale including, but not limited to, the maintenance of a sales office and personnel, the showing of units, showing of the common areas, and the conducting of advertising and promotional programs.

ARTICLE VI

INSURANCE

6.1. Obtaining of Insurance Policies: The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the unit owners and the Manager against any liability to the public or to the owners of units and common areas, and their invitees or tenants, incident

to the ownership and/or use of the common areas of the Project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

6.2. Other Insurance: In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

6.3. No Violations: Nothing shall be done or kept in any unit or in the common areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof, or increase the rate of the insurance on the Project or any thereof, over what the Committee, but for such activity, would pay, without the prior consent of the Committee. Nothing shall be done or kept in any unit or in the common areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the common areas or any part thereof shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Committee and the other owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other owner.

ARTICLE VII

COMMON ASSESSMENTS

7.1. Payment of Expenses: Each unit owner shall share in any common expenses and shall be liable to pay a pro-rata portion of the costs and expenses required and deemed necessary by the Association to manage, maintain and operate the common areas and facilities of the Project, such portion to be the

same as the percentage of undivided ownership interest in the common areas and facilities appurtenant to the unit owned by the unit owners as set forth in Exhibit "B", attached hereto. All payments shall be made upon the terms, at the time and in the manner provided without deduction of any off-sets or claims which the owner may have against the Association, and if any owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of 1 1/2% per month from the date when such installment shall become due to the date of the payment thereof.

7.2. Collection of Assessments: The Association 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. The Committee may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year or which might have been included in the cash requirements for a previous year, but were not included therein, and also any sums which the Association may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. In any year in which there is an excess of assessments received over amounts actually used for the purposes described in this Declaration such excess may, upon written consent of all unit owners, be applied against and reduce the subsequent year's assessment or be refunded to the unit owners subject to any contrary provisions for the benefit of mortgage holders and specified in Article VIII, below. The preceding sentence shall automatically be repealed upon the revocation of Rev. Rul. 70-604, 1970-2, CB 9 promulgated by the Internal Revenue Service or upon a court of competent appellate jurisdiction declaring such Rev. Rul. invalid or upon amendment of the Internal Revenue Code or the Treasury Regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessments or to refund the same in order that such excess be excluded from gross income of the Association; provided, that no

contrary provision herein specified in Article VIII, below, shall be repealed.

7.3. Manner of Payment: All assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Association, and at such times as shall be provided by the Management Committee.

7.4. Powers of Association: The Association shall have discretionary powers to prescribe the manner of maintaining the operation of the Project, and to determine the cash requirements of the Association to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the Association within the bounds of this Declaration shall be final and conclusive as to the owners, and any expenditures made by the Association within the bounds of this Declaration shall be deemed, as against the owners, necessary and properly made for such purpose.

7.5. Collection of Assessments: Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are 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 foreclosing or waiving the lien securing the same. The amount of assessment, whether regular or special, assessed to the owner of any unit, plus interest at the rate of 1 1/2% per month and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of notice of assessment. 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 assessment authority, or special district; and
- b) Encumbrances on the owner's unit and such owner's interest in the common areas recorded

prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Association stating the indebtedness secured by the lien upon any unit in the Project hereunder shall be conclusive upon the Association 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 any encumbrancers or prospective encumbrancer of a unit upon written request at a reasonable fee, not to exceed \$20.00. Unless the request for a certificate or indebtedness shall be complied with within ten (10) days of the date of receipt of said written request by the Association, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same ranks as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof, the Association shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Association or by a bank or trust company or title insurance company authorized by the Association, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure of sale, the owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys fees.

1057

In case of foreclosure, the owner shall be required to pay a reasonable rental for the unit from the date of foreclosure action is filed with the Court having jurisdiction over the matter, and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver, at the time such action is filed, to collect the rental without regard to the value of the mortgaged security. In any foreclosure of sale, the owner shall also be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. The Association shall have the power to bid on the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit.

ARTICLE VIII

MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary:

8.1. Reserve Fund: An adequate reserve fund for repair, maintenance and replacement of the common areas and facilities must be established and shall be funded by regular monthly payments rather than by special assessments.

8.2. Rights of First Refusal: Any "right of first refusal" which may be granted herein shall not impair the rights of the first mortgagee to:

- a) Foreclose or take title to a unit pursuant to the remedies provided in the mortgage, or
- b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- c) To sell or lease a unit acquired by a mortgagee.

8.3. Title in Mortgagee: Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title of such unit by the mortgagee.

8.4. Consent of Mortgagees: Unless at least three-fifths (3/5) of the first mortgagees (based upon one vote for each first

mortgage owned) or owners (other than the sponsor, developer or builder) of the individual units in the Project have given their prior written approval, the Association shall not be entitled to:

- a) By act or omission, seek to abandon or terminate the Project.
- b) Change the pro-rata interest or obligations of any individual unit for the purchase of:
 - i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - ii) determining the pro-rata share of ownership of each unit in the common areas and facilities.
- c) Partition or subdivide any unit.
- d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Project shall not be deemed a transfer within the meaning of this paragraph).
- e) Fail to maintain fire and extended coverage on insurable common areas and facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
- f) Use hazard insurance proceeds for losses to any condominium property (whether to unit or to common areas and facilities) for other than the repair, replacement or reconstruction of such property, except as provided by statute in case of substantial loss to the units and/or common areas and facilities.

8.5. Taxes and Expenses: First mortgagees of units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common areas and facilities and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common areas and facilities and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

8.6. Notice of Default by Individual Unit Borrower: A first mortgagee of a unit, upon request, shall be entitled to written notification from the Association of any default in the performance by the individual unit borrower of any obligation under this Declaration, or other constituent documents of this Condominium Project, which is not cured within sixty (60) days.

8.7. Management Agreements: Any agreement for professional management of the Project, or any other contract providing for services of the developer, sponsor or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee of ninety (90) days or less written notice.

8.8. No Priority: No provision herein is intended, nor shall it be construed, to give any unit owner, or any other party, priority over any rights of the first mortgagee of a unit 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 common areas and facilities.

ARTICLE IX

MISCELLANEOUS PROVISIONS

1. Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

2. Paragraph Numbers and Headings. Headings and paragraph numbers have been inserted herein, solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

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

4. Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Effective Date. This Declaration shall take effect upon recording.

6. Reference to Record of Survey Map. The Record of Survey Map of the buildings referred to herein, was filed with the Recorder of Davis County, Utah, simultaneously with the recording of this Declaration under File No. 594120 in Volume 869 of Condominiums, pages 1042.

DATED this 8 day of June, 1981.

Morris K. Christiansen
MORRIS K. CHRISTIANSEN, as trustee
of the Morris K. Christiansen Trust

Frankie S. Christiansen
FRANKIE S. CHRISTIANSEN, as trustee
of the Frankie S. Christiansen Trust

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

1061

Before me personally appeared MORRIS K. CHRISTIANSEN,
as trustee of the Morris K. Christiansen Trust, to me well
known and known to me to be the person described in and who
executed the foregoing instrument and acknowledged to and before
me that Morris K. Christiansen executed said instrument in
the capacity and for the purpose therein expressed.

WITNESS my hand and official seal, this 8 day of
June, 1981.

John E. Powell
NOTARY PUBLIC
Residing at: USC

My Commission Expires:
5-15-85

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

Before me personally appeared FRANKIE S. CHRISTIANSEN,
as trustee of the Frankie S. Christiansen Trust, to me well
known and known to me to be the person described in and who
executed the foregoing instrument and acknowledged to and before
me that Frankie S. Christiansen executed said instrument in
the capacity and for the purpose therein expressed.

WITNESS my hand and official seal, this 8 day of
June, 1981.

John E. Powell
NOTARY PUBLIC
Residing at: USC

My Commission Expires:
4-15-85

EXHIBIT B

1062

<u>Unit Designation and Number</u>	<u>Percent of Common Ownership</u>
1	20%
2	20%
3	20%
4	20%
5	20%

BY-LAWS
OF
THE COURTYARD ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is The Courtyard, hereinafter referred to as the "Association." The principal office of the Association shall be located in Bountiful, Utah, but meetings of Members may be held at such places within or without the State of Utah as may be designated by the Association.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Courtyard Association, its successors and assigns.

Section 2. "Project" shall mean and refer to the condominium project constructed on that certain real property described in the Declaration of Condominium submitted by Morris K. Christiansen and Frankie S. Christiansen, and recorded in the Office of the Davis County Recorder, and such additional properties as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas and Facilities" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any condominium unit.

Section 5. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, or the fee simple title to any Unit which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Morris K. Christiansen and Frankie S. Christiansen, its successors and assignees, as trustees of each trust respectively.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium applicable to the properties and recorded in the Office of the Davis County Recorder, State of Utah.

Section 8. "Member" shall mean and refer to each of those persons entitled to a membership in the Association as provided in the Declaration.

Section 9. All other references used, but not otherwise defined herein, shall have the meanings defined in the Act.

ARTICLE III

MEETING OF THE MEMBERS OF THE ASSOCIATION

Section 1. Annual Meetings: An annual meeting of Unit Owners shall be held at the Project on the first Monday in June of each year, or at such other time not more than thirty (30) days before or thirty (30) days after such date, as may be designated by written notice of the Board of Trustees, or their designated delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the Board of Trustees, financial reports shall be given and such other business conducted as may be properly presented.

Section 2. Special Meeting of the Unit Owners: Special meetings of Unit Owners may be called at any time by written notice signed by a majority of the Members, or by the Owners having two-fifths (2/5) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project, and the notice thereof shall state the date, time and matters to be considered.

Section 3. Quorum: A quorum for the transaction of business at an Owner's meeting shall consist of a majority of all the undivided ownership interests in common areas and facilities of the Project. In the event a quorum is not present at an Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight

(48) hours and no later than thirty (30) days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be forty percent (40%) of all the undivided ownership interests in the common areas and facilities in the Project.

Section 4. Voting at Meeting of Unit Owners: At any meeting of Owners, each Owner shall be entitled to the number of votes in accordance with this ownership interest in the common areas and facilities. Any Owner may attend and vote at such meeting in person or by agent duly appointed in writing signed by the Owner and filed with the Board of Trustees. Where there is more than one (1) record Owner for any Unit, any or all such Owners may attend any meeting of the Owners, but they must act unanimously in order to cast the votes to which they are entitled. The Board of Trustees may accept the votes cast by any one (1) of the record Owners of a Unit, unless such votes are objected to by any of the other record Owners of such Unit, and any disagreement between such record Owners shall be resolved among themselves; provided, however, that in the event the record Owners are unable to resolve the disagreements among themselves and act unanimously, the Board of Trustees shall not accept the votes of such Owners.

Section 5. Notices: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed (1) to each such person at the address given by such person to the Board of Trustees for the purpose of service of such notice, or (2) to the address of the Unit owned by such person, if no address has been given to the Board of Trustees. Such address may be changed, from time to time, by notice in writing to the Board of Trustees.

Section 6. Proxies: At all meetings of members, each member may vote either in person or by proxy. All proxies shall be in writing duly signed and dated by the voting Member and filed with the Secretary of the Association. Every proxy shall be revocable either in writing or personal appearance and shall be automatically void upon conveyance by the Member of his Unit.

Section 7. Control By Declarant: Notwithstanding any other provision herein to the contrary, the Declarant shall have the sole voting rights for any purpose whatever in the governing and operation of the Association until such time as the members elect to assume voting rights hereunder. The members shall not be entitled to make any such election until the earlier of:

- a) The purchase and occupancy of at least fifty percent (50%) of the units; or
- b) June 30, 1981.

ARTICLE IV

SELECTION AND TERM OF THE BOARD OF TRUSTEES

Section 1. Number: The affairs of this Association shall be managed by a Board of three (3) Trustees who need not be Members of the Association.

Section 2. Term of Office: At the first annual meeting the members shall elect one (1) Trustee to serve for a term of one (1) year; one (1) Trustee to serve for a term of two (2) years and one (1) Trustee to serve for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) Trustee for a term of three (3) years.

Section 3. Removal: Any Trustee may be removed from the Board, with or without cause, by a majority vote of the voting Members of the Association. In the event of the death, resignation or removal of a Trustee, a successor Trustee shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation: No Trustee shall receive compensation for any services he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting: The Board of Trustees shall have the authority to take any action in the absence of a meeting which they could take at a meeting by obtaining the written waiver and approval of all of the Trustees. Any action so approved shall have the same force and effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination: Nomination for election to the Board of Trustees shall be made from among Members only.

Section 2. Election: Elections to the Board of Trustees shall be by secret written ballot. At such elections the voting Members and proper proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF BOARD OF TRUSTEES

Section 1. Regular Meetings: Regular meetings of the Board of Trustees may be held monthly, or at least once every three (3) months, without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings: Special meetings of the Board of Trustees shall be held when called by (a) the President of the Association, or (b) by any two (2) Trustees, after not less than three (3) days written notice to each Trustee.

Section 3. Quorum: A majority of the Trustees shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority of the Trustees present at a duly called and constituted meeting shall represent an act of the entire Board of Trustees.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers: The Board of Trustees shall have the power:

1068

- a) to adopt and publish rules and regulation governing the use of the common areas and facilities by the Members and their guests, and to establish penalties for any infraction thereof; and
- b) to suspend the voting rights and right to use of the common areas and facilities of a Member during any period in which such Members shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days from infraction of published rules and regulations; and
- c) to exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, or the Declaration; and
- d) to declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees

Section 2. Duties: It shall be the duty of the Board of Trustees to :

- a) cause to be kept a complete record of all its acts and the affairs of the Association and to present a statement thereof to the members at the annual meeting of the Association; and to present such statement at any special meeting upon written request given at least ten (10) days prior to such meeting by one-fourth (1/4) of the Members entitled to vote; and
- b) to supervise all officers, managers, agents and employees of the Association, if any, and to assure that their duties are properly performed; and
- c) as more fully provided in the Declaration, to:

- (i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period; and
- (ii) to send written notice of any assessment to every Owner subject thereto at least thirty (30) days in advance of the annual assessment; and
- (iii) within its discretion the Board of Trustees may foreclose any lien against any property for which assessments are not paid or bring an action at law against the Owner personally, as authorized by the Declaration; and
- d) to issue, or to cause to be issued, upon demand by any voting Member, a written statement setting forth whether or any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any statement. If a signed statement verifies that an assessment has been paid, such statement shall be conclusive evidence of payment; and
- e) to acquire and maintain adequate liability and hazard insurance on the common areas and facilities owned by the Association; and
- f) to require all officers, managers and employees, if any, having fiscal responsibilities to be bonded as the Board may deem appropriate; and
- g) to cause the common areas and facilities to be maintained; and
- h) to take all other actions directed or permitted in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of the Association shall be a President and Vice-President (who shall be members of the Board of Trustees), a Secretary and a Treasurer, and such other offices as the Board of Trustees may, from time to time, create by resolution.

Section 2. Appointment of Officers: The Appointment of the officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term: The officers of the Association shall be appointed annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine necessary.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time upon giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment from the Board of Trustees. The officer appointed to such vacancy shall have all of the powers of the appointed office and shall serve for the remainder of the terms of the officer replaced.

Section 7. Multiple Officers: The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to

1071

Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

President

- a) The President shall preside at all meetings of the Board of Trustees and Members and shall assure that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- b) The President shall appoint, remove and fix the compensation of all managers, agents and employees, if any, of the Association subject to approval by the Board of Trustees.
- c) The President shall enforce these By-Laws and perform all of the duties and obligations required or established by law as incident to the office of President.

Vice-President

- d) The Vice-President shall act in the absence or inability of the President, rendering and performing all duties of the President with full authority, and shall exercise and discharge such other duties as may be required of him by the President.

Secretary

- e) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; keep the seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the President. He shall receive and attend to all correspondence

and perform all of the duties and obligations incident to the office of Secretary.

Treasurer

f) The Treasurer shall receive and deposit in appropriate bank accounts the monies of the Association and such funds as directed by the President or by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual examination of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

The Association may appoint committees as deemed appropriate in carrying out the requirements and purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by voting Members. The Declaration, and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the voting Members upon the vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
MISCELLANEOUS

These By-Laws shall be interpreted according to the Laws of the State of Utah.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that that first fiscal year shall begin on the date of filing.