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Amendment of Declaration  
THE  
ROYALWOODS CONDOMINIUMS

This Amended Declaration is made and executed this 30<sup>th</sup> day of March, 1968, by FRANKLAND DEVELOPMENT CORPORATION., A Utah Corporation (herein after referred to as Declarant) pursuant to the provisions of the Act as hereinafter defined.

**I. SUBMISSION**

The Declarant hereby amends the enabling declaration of the Royalwoods Condominiums in its entirety. The project is described as The Royalwoods Condominiums on the amended record of survey map simultaneously recorded herewith.

**II. DEFINITIONS**

When used in this Declaration the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act

1. Act shall mean and refer to the Utah Condominium ownership Act (Section 75-8-1 through 57-8-36, Utah Code Annotated (1953), as the same may be amended from time to time.

2. Declaration shall mean and refer to this instrument, as the same may be amended from time to time.

3. Declarant shall mean and refer to Frankland Development corporation and its successors and assigns.

4. Record of Survey Map and Map shall mean and refer to the amended record of Survey Map filed simultaneously herewith, consisting of three sheets prepared and certified.

5. <sup>a )</sup>Property shall mean and refer to the land in Exhibit "A", the buildings, all improvements and the structures thereon, all easements right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

6. Management Committee and Committee shall mean and refer to the Management committee of the Royalwoods Condominium Project as it exists a any given time.

7. Association shall mean and refer to all of the Unit Owners acting as a group in accordance with the Declaration and the By-Laws.

8. Common Areas and Facilities and Common Areas shall mean, refer to, and include:

(a) The real property and interests in real property which this Declaration units to the terms of the Act.

(b) All common areas and Facilities designated as such in the Survey Map

© All limited Common Areas and Facilities

(d) foundations, columns, girders, beams, supports, perimeter walls, roof and arly entrances and exits **which** are designed for the use of more than one Unit, parking spaces, access roads, driveways, walkways, pedestrian sidewalks, landscape and planting areas, fences, street lights, and other common facilities.

(e) All apparatus, installations, and facilities include within the Project and existing for common use.

(f) All portions of the Project not specifically included within the individual Units.

(g) All Common Areas as defined in the Act, whether or not enumerated herein.

9. Limited Common Areas and Facilities and Limited Common Areas shall mean and refer to those common. Areas designated herein and in the Map as reserved for the use of a certain Unit or Units to the exclusion of the other units.

10. Percentage Interest means and refers to the percentage undivided interest of each Unit in the Common Areas as set forth in Exhibit. "B" attached hereto.

11. Condominium Unit and Unit means and refers to a separate physical part of the property intended for independent use, consisting of rooms or space located in a building. Units are shown in the Map by single cross-hatching. Mechanical equipment and appurtenances located within any one Unit or located within said Unit but designated and designed to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as well all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate wallpaper, paint, flooring carpeting and tile. All pipes, wires, conduits or other public utility lines or installations constituting a part of the Unit and serving only the unit, and structural members or any other property of any kind, including fixtures and appliances within any unit, or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit

12. Unit Number shall mean refer to the number which designates a Unit in the attached Exhibit "B" and in the Map.

13. Unit Owner or Owner shall mean and refer to the owner of the fee in a Unit and the percentage Interest in the common Areas which is appurtenant there to. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, upon notice to the committee by the Purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and committee membership.

14. Rules and Regulations means those rules and regulations adopted from time to time by the Management Committee that are deemed necessary for the enjoyment of the Project, provided they are not in conflict with the Act or the Declaration.

15. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties or rights under the Act, this declaration, any Management Agreement for operation of the Project, and such Rules and Regulation as the Management Committee may from time to time make and adopt. By way of illustration but not limitation, common Expenses shall include: (i) Expenses of administration maintenance, operation, repair, replacement of those elements of the common Areas that must be replaced on a periodic bases, and other reserves as may be from time to time established pursuant to the Declaration; (ii) Expenses agreed upon as common Expenses by the Association and lawfully assessed against the Owners in accordance with the Declaration; (iii) Expenses declared Common Expenses by the provisions of the Act or by this Declaration or by-Laws; and (iv) Any valid charge against the Project as a whole.

16. Common Profits shall mean and refer to the balance of income, rents, profits, and revenues from the Common Areas remaining after deduction of the common expenses.

17. Condominium Project and Project shall mean and refer to the Royalwoods Condominium Project.

18. Tract shall mean and refer to the real property hereby submitted to the Project, and more particularly described in Exhibit "A".

19. Mortgage shall mean any mortgage, deed of the 1st or other security instrument by which a Unit or any part thereof is encumbered. First Mortgage shall refer to a mortgage which has a lien position prior to any other mortgage.

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

21. Majority of owners shall mean and refer to the Owners of the Units to which more than fifty percent (50%) of the votes in the Association appertain.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The submission of the Tract to the provisions of the Act is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The improvements included in the Project are now or will be located on the property described in Exhibit -"A" annexed hereto, and all such improvements are described on the Map. The Map indicates the number of stories, the number of Units which contained in the Buildings, which comprise a part of such improvements, the dimensions of the Units, and all ether common Areas thereof. The buildings are structurally of wood frame construction with brick and aluminum exterior.
2. Description and Legal status of Units. The Map shows the Unit and Building designation; its location, dimensions from which its area may be determined, those Limited Common Areas which are reserved for its use, and the Common Areas to which it has immediate access. All Units are residential Units. All Units shall be Capable of being independently owned, encumbered, and conveyed.
3. Contents of Exhibit "B". Exhibit "B" to this Declaration furnished the following information with respect to each Unit; • (a) The Building and Unit Designation; and (b) Its Percentage Interest. With respect to Percentage Interest, to avoid a perpetual series of digits and to obtain a total of one hundred percent (100%) the last digit has been adjusted, and rounded up or d9wn to a value that is most nearly correct.
4. Common and Limited common Areas. (a) The common Areas contained in the Project are described and identified in Article II of this Declaration. Neither the Percentage Interest nor the right of exclusive use of a. Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically functioned in the instrument of transfer, the Percentage Interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate. Each Unit Owner shall at its own cost keep the Limited Common Areas designated -for exclusive use in connection with • his Unit in a clean sanitary and attractive condition at all times. Garages shown are Limited Common Areas appurtenant to such Unit. Such Limited Common Areas depicted on the Map by double crosshatching.  
  
(b) The use of the Common Areas shall be limited to the Owners in residence and to their tenants in residence and to their guests, invitees and licensees. The use of each of the Limited Common Areas shall be restricted to the Owner of the Unit to which it is appurtenant, to his tenants in residence, and to his guests, invitees.

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and license. The use of the common Areas and Limited Common Areas shall be governed by the Declaration and the Rules of Regulations as initially established by Declarant and as adopted and amended from time to time by the Management Committee.

5. Computation of Percentage Interests. The proportionate share of the Unit owners in the Common Areas of the Project is based on the par value that each of the Units bear to the total par value of all Units and the Percentage Interest of the respective Unit Owners. The proportionate ownership in the Common Areas shall be for all purposes including, but not limited to, voting, participation in Common Profits, and assessments for Common Expenses. The maximum interest for each of the Unit owners in the Common Areas shall be as set forth in aforesaid Exhibit "B"

6. Unit Maintenance. Each owner shall at his own cost and expense maintain, repair, paint, repaint, tile, wall paper or otherwise refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceiling, floors, windows and doors within such boundaries. In addition to decoration 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 or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator; dishwasher, disposal equipment; range or other appliances or fixtures that may be in or connected with, his Unit. Each Unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit.

7. Association Membership. Membership in the Association shall be mandatory, shall be appurtenant to the Unit in which the Owner has the necessary interest and shall not be separated from the Unit to which it appertains. The property, business and affairs of the Association shall be governed by the Management Committee as agent of the Association.

8. Easement for Encroachment. If any part of the Common Area encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachment shall not be considered to be encumbrances either to the Common Areas or the Units. Encroachment referred to herein include, but are not limited to encroachments caused by error in the original construction of the building(s) on the tract, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

9. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the 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 from 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. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any other the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit shall be the responsibility of the Association; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Committee by assessment.

10. Right of Ingress, Egress. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, -and to the Limited common Areas designated for use in connection with his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Pipes, Ducts, Cables, Wires, Conducts, Public Utility Lines, and Other Common Facilities located Inside of Units; Support. Each Unit Owner shall have an easement common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor or the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such ither Units and located in such Unit. The Management Committee shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain repair or replace the common areas contained therein or elsewhere in the buildings. Every portion of a Unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of all other Unita and the Common Areas.

11. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate t0 perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

12. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the property described in Exhibit "A". for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers gas, telephones, electricity, and other utility services.

13. Use of Units and Common Areas.

(a) Each of the Units in the project is intended to be used for single family residential housing and is restricted to such use.

(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 to the Common Areas as may be reasonably necessary for protecting the interests of all the Owners of 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 validity imposed requirement of any governmental body. No damage to, or waste of, the common areas or any part thereof shall committee 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 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 invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(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) No recreational vehicle (boats, campers, trailers, motor homes, or similar items) shall be parked on any portion of the Common Areas except for temporary parking.

(g) No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the committee, except:  
(i) such signs as may be required by legal proceedings, and  
(ii) such sign as Declarant may erect or maintain incident to sale of Units.

(h) Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Committee shall interfere with the completion of improvements and sale of the remaining Units. The Declarant reserves the right to use any Units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit owners. Declarant reserves the right to relocate the same from time to time within the Project; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Project such advertising signs, which maybe placed in any location on the Project and may be relocated or removed, all at the sole discretion of Declarant. The reservation of this easement to facilitate sales is expressly made applicable to the Additional Land.

1 5. Status and General Authority of Committee. Notwithstanding anything herein contained to the contrary, the Condominium Project shall be managed, operated, and maintained by the Management committee exclusively as agent of the Association and any act performed by the Management Committee pursuant to this Declaration of the By-laws, as the same may be amended from time to time, shall be deemed to be performed by the Committee for and on behalf of the Association as its agent. 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 easement over, under, across, and through the Common Areas and Facilities.

(b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Map which has been approved by the vote of 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 authorized by the Owners having an interest therein.

(f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(g) The authority to license persons not otherwise entitled to use any of the facilities from time to time as the Committees deems appropriate upon payment of fees prescribed by it to help defray the cost of maintenance thereof.

(h) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed at any given time the sum of \$5,000.00 without the prior approval of the Majority of the Owners.

(i) The authority to promulgate such reasonable Rules and 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.

(j) 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 of the Association.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committees 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.

16. Manager. The Committee may carry out any of its functions which are capable of delegation through a Project Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of 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.

17. Composition of Committee and Initial Selection Thereof. Until the election of the Committee takes place at the first annual meeting of the Association as provided in Section 2 of Article IV of the By-Laws, the Committee shall consist of such persons as shall have been designated by the Declarant From and after the first annual.

meeting of the Association, the Management Committee shall be composed of five persons, all of whom shall be officers, directors or designers of owners or spouse of Owners, or Mortgagees ( or designers of Mortgages) of Units. The Declarant shall have the right in its sole discretion replace such members of the Committee as may be so selected and designated by it and to selected and designated their successors. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Declarant may, by a written instrument duly recorded, waive its right to select the members of the Committee at any time prior to the termination of the right to select Committee members reserved hereunder.

18. Agreement to Pay Assessment. Each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed, or by entering into a sale and purchase contract, shall be deemed to covenant and agree with each other and with the Committee to pay to the Committee annual assessments made by the committee for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner hereinafter provided. There shall be no assessment on property until units are constructed of the property. Units which are constructed will not be assessed until they are completed, sold and occupied.

(a) Amount of Total Annual Assessments. The total annual assessments against 11 Units shall be based upon advance estimates of cash requirements by the Committee to provide for the payment of all estimated expense growing out of or connected with the maintenance and operations of the Common Areas, which estimates may include, among

to other things, expenses of management, grounds maintenance, taxes and special assessments, (until the Units are separately assessed as provided herein), premiums for all insurance which the Committee is required or permitted to maintain pursuant hereto, common lighting and heating, water charges, trash collection, sewer service charges, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve/ surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the owners under or by reason of this Declaration.

(b) Apportionment of Annual Assessments. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Owners in proportion to their respective Percentage Interests in the Common Areas.

(c) Notice of annual Assessments and Time for Payment Thereof.

Annual assessments shall be made on a calendar year basis. The

committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Such assessment shall be due and payable in monthly installments on the first day of each and every month of each year; provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the committee as the date of commencement of the Project. Such assessment shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective Owner of a Unit. Each monthly assessment shall bear interest at the rate of

twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Committee to give timely notice of any assessment as provided here in shall not affect the liability of the owner of a Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall be given.

(d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Committee may levy in any assessment year a special assessment; payable over such a period as the Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective Percentage Interests in the Common Areas. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Notwithstanding anything to the contrary herein contained, additions or capital improvements to the Project which cost no more than \$5,000.00 may be authorized by the Management Committee alone. Additions or capital improvements, the cost of which will exceed such amount must, prior to being constructed, be authorized by the Majority of the Owners. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by vote of Unit Owners in person or by proxy of not less than sixty-seven percent (67%) of the Percent Interest at a meeting of the Association, special or annual, at which a quorum is present.

(e) Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of

the Association. such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Declarant, duly recorded in the Official Records of Weber county, Utah, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced .pursuant to such Mortgages and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Committee may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Committee and- may be recorded in the Office of the County Recorder of weber County, Utah\_. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Committee in the same manner it may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to by the costs and expenses of such proceeding; the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs: expenses and fees shall be secured by the lien being foreclosed. Title Owner shall also be required to pay to the Committee any assessments against the Unit which shall become due during the period of foreclosure.

In the event of foreclosure, after the institution of the action the Unit owner shall pay a reasonable rental for his use of the Unit and the Committee shall without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other persons. The Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

A release of notice of lien shall be executed by the Committee and recorded in the office of the county recorder of Weber County, Utah upon payment of all sums secured by a lien which has been made the subject of a recorded notice alien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encrumbrancer shall be subrogated to all rights of the Committee with respect to such lien, including priority.

shall have become due; provided, however; that such encumbrancer first shall have furnished to the committee written notice of such encumbrance.

(f) Personal Obligation of owner. The amount of any annual or special assessment against any Unit shall be the personal obligation shall be maintainable by the committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

(g) statement of account. Upon payment of a reasonable fee not to exceed ten dollars (\$10.00), or such other amount as may in the future be allowed by the Act, and upon written request of any Owner of any Mortgagee, prospective Mortgagee or prospective purchaser of a unit, the committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the date that such assessment becomes or became due; credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such requests, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

(h) Personal Liability of Purchaser for Assessments. Subject to the provisions of subparagraph (g) a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant of conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

19. Transition of Management. Notwithstanding anything to the contrary contained in paragraph 18 above, Declarant may at any time relinquish its reserved right to select the members of the Committee and to transfer the management of the Project to the Committee elected by Unit Owners. If and When Declarant elects so to, Declarant shall notify Owners in writing the effective date of such transfer (Transfer Date) at least forty five (45) days prior thereto. Thereupon, Unit Owners shall call a meeting to elect the members of the Management Committee to take effect as of the Transfer Date. Declarant covenants to cooperate with Unit Owners in effecting orderly transition of management. Moreover, Declarant shall cause all obligations for Common

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Expenses of the Committee prior to the Transfer Date to be paid in full on or before such date. Accordingly, it is intended that the cash positions of the Committee as of the Transfer Date will be zero.

20. Insurance. The Management Committee shall secure and at all times maintain the following insurance coverage.

(a) A multi-peril policy or policies of fire and casualty insurance, with extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (Based upon replacement cost). Each policy shall contain the standard mortgage clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgages as their interests may appear. The assured shall be the Association.

(b) A comprehensive policy of public liability insurance insuring the Association, the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Common Areas and public ways of the Project or of any invitees, or tenants of the Project, or of the Unit Owners. Limits of liability under such insurance shall be not less than One Million Dollars (\$1, 000,000) per occurrence, for personal property injury and/or property damage. Such insurance policy shall contain a severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

(c) The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Committee Members, Manager, employees or volunteers responsible for handling funds belonging to or administered by the Association as the named insured and shall be written in an amount sufficient to provide protection which in event shall be less than one and one-half times the insured's estimated annual operating expenses and reserves, In connection with such coverage an appropriate endorsement shall be added if the policy would not otherwise cover volunteers.

The following additional provisions shall apply with respect to insurance:

(a) In addition to the insurance and bond coverage described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured

against in connection with all condominium projects similar to the Project in construction, nature and use.

(b) Each hazard insurance policy shall be written by a company holding a financial rating of Class VI or better from Best's Insurance Reports. Each insurer must be specifically licensed to transact business within the state of Utah. Policies are unacceptable where (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against the Borrower or FHLMC or its designee; or: (ii) by the terms of the carrier's charter, by-laws or policy, loss, payments are contingent upon action by the carrier's board of directors, policyholders, or members; .or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FHLMC or the borrower from collecting insurance proceeds.

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

(d) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(e) Each policy of insurance obtained by the Committee shall provide: a standard mortgagee clause commonly accepted by private institutional mortgage investors in the Area in which the Project is located; a waiver (if available) of the insurer's subrogation rights with respect to the committee, the Manager, the Unit owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Unit Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employees of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no their insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owner; and that a mortgage clause endorsement which must provide that the insurance carrier shall notify the first Mortgages (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

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

(g) The Project is not located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Project should be declared to be in such flood area, a blanket policy of flood insurance of the Project shall be maintained in the amount of the

BOOK 1558 PAGE 2272



aggregate or the outstanding principal balances or the Mortgage loans on the Units comprising the Project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by the Federal Home Loan Mortgage Corporation at any give time.

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

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

(b) If less than seventy-five (75%) percent 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 the unit owners shall be assessed for any deficiency on the basis of their respective Percentage Interest.

(c) 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 not alone sufficient to accomplish restoration, and if the unit owners within one hundred ( 100) days after the destruction or damage by a vote of at least seventy-five percent {75%} elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under sub-paragraph (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 maintain d by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within one. hundred (100) days after the destruction or damage and by a vote of a least seventy five percent (75%), elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Weber County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 21 regarding the e tent: of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision of any two such appraiser shall be conclusive.

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22. Certain Provisions Applicable to Declarant. Notwithstanding any other provision herein contained, for so long as Declarant continues to own any of the Units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieved the Declarant from any obligations as Unit Owner to pay assessment, except as herein otherwise provided, as to each Unit owned by Declarant in accordance with the Declaration.

(a)Declarant specifically disclaims any intent to have made any warranty or representation in connection with the Project or the Declaration except as specifically set forth herein or in any warranty or representation not so specifically made therein.

(b)No Amendment may be made to the Declaration without the written consent of Declarant so long as Declarant retains the ownership of two (2) or more Units; provided, however, that the obligation to acquire said written consent of declarant shall cease on a date two (2) years from the date of recording of this amended Declaration.

23. Amendment. Except as provided below, the vote of at least sixty-seven percent (67%) or the Percentage Interest of the Unit Owners in person or represented by proxy at a meeting of the Association at which a quorum is present shall be required to amend the Declaration or the Map. Any Amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount rights;

(a)Except as hereinafter provided, until all but two Units of the entire Project have been sold, Declarant shall have, and is hereby vested with, the rights to unilaterally amend this Declaration or the Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendments involved is consisted with law and does not attempt to divest any vested property rights of any owner or Mortgage. Anything contained herein to the contrary notwithstanding the Declarant reserves the specific right to unilaterally amend this Declaration including the Rcord of Survey Map as the Declarant in its sole discretion deems necessary or appropriate. This general power may be exercised to rearrange parking areas, and retention ponds, add additional land, and amend or change any all improvements of any nature whatsoever.

(b)Notwithstanding anything to the contrary contained in the Declaration, including in the immediately preceding paragraph neither the insurance provisions of paragraph 21, the Mortgage Protection provisions of paragraph 29, not the maximum minimum Percentage Interest in the Common Areas provisions of Paragraph 5, shall be amended without the written approval of all institutional first mortgagee.

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

25. Eminent Domain. Whenever all part or of the Common Areas shall be taken, injured or destroyed as the result of the exercise of the power or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same portion as his Percentage Interest in the Common Areas.

26. Service of Process. The chairperson of the Management Committee is the person to receive service of process in cases authorized by the act. The Management Committee shall, however, have the right to appoint a successor substitute process agent.

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

(a) An adequate reserve fund for repair, maintenance and replacement of those elements of the Common Areas that must be replaced on a periodic basis must be established and shall be funded by regular monthly payments rather than by special assessments.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months estimated Common Area charge for each unit.

(c) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal", or other provisions which may exist relating to sale or lease of the Units in the Projects, and no right of first refusal shall impair the rights of any first mortgage to; (i) foreclosure or take title to a Unit pursuant to the remedies provided in the Mortgage, or (ii) accept a Deed (or Assignment) in lieu of foreclosure in the event of default by a mortgagor, or (iii) interfere with a subsequent sale or lease of the Unit so acquired by the Mortgagee.

(c) Any agreement for professional management of the Project or any other contract providing for services by the Declarant must

provide for termination by either part without cause or payment of a termination fee of ninety (90) days or less written notice and a maximum contract term of three years.

(e) In the event of damage to or destruction of any Unit, which loss exceeds \$1,000.00, or any part of the Common Areas; which loss exceeds \$10,000.00, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice to any such damage or destruction. No unit owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit owner of any insurance proceeds regardless of the amount of loss; Upon request of any First Mortgagee, the Association must provide a letter to said First Mortgagee wherein the Association agrees to notify the First Mortgagee of any organization it designates at the address indicated by the Mortgagee whenever (i) damage to a Unit covered by the First Mortgagee's Mortgage exceeds \$1,000.00, or (ii) damage to the Common Areas and related facilities exceeds \$10,000.00.

(f) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first mortgage of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition. No Unit Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award with respect to the distribution to such Unit Owner of the proceeds of any award or settlement.

(g) With the exception of a lender in possession of a Unit following a default in a first mortgage: a foreclosure proceeding Owner shall be permitted to lease his unit for transient or hotel purposes. No Unit Owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respect to the provisions of the Declaration and By-laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(h) Each holder of a first mortgage lien on a unit who obtains title to a Unit by virtue of remedies provided in the Mortgage, including but not limited to, foreclosure of the mortgage, or by deed of assignment in lieu of foreclosure, shall take the Unit free of unpaid charges and shall not be liable for any unpaid claims or assessments and charges against the Unit which accrue prior to the acquisition of title of such Unit by Mortgage.

(i) Any Holder of a Mortgage is entitled to written notification from the Management Committee of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligation under the Declaration which is not cured within sixty (60) days.

(j) Any lien which the management Committee may have on any Unit in the Project for the payment of Common Expense assessments attribute to such Unit will be subordinate to the lieu or security interest of any first mortgage on the Unit.

(k) Unless at least seventy five percent (75%) of the first Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval neither the Management-Committee: Declarant, nor the Association shall:

(l) By act or omission, seek to abandon or terminate the Project.

(2) Change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (ii) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas, except as necessary to allow the expansion of the Project as provided in the Declaration.

(3) Partition or sub-divide any Unit.

(4) Make any material amendment to the Declaration or to the By-Laws of the Association, including, but not limited to any amendment which would reduce the percentage interests of the Unit Owners in the Common Areas, except as may be necessary to effect expansion of the Project as provided in the Declaration.

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

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

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

(l) The holders of first mortgages (or trust deeds) shall the right to examine the books and records of the Project.

(m) Whenever there is a change of ownership of a Unit, the committee shall require that the new Unit Owner furnish the committee with the name of the holder of any first mortgage (or Trust Deed) affecting such Unit. The Management Committee or Manager shall maintain a current roster of Unit Owners and of the holders of first

Book 1558 Page 2277

mortgages (or Trust Deed) affecting Units in the Project.

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

29. Covenants to Run with Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the **By-Laws**, and the provisions of **any rules**, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of Unit Owners, or, in a proper case by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

30. Information Regarding Transferee of Unit. Any Unit Owner who sells, leases, or otherwise disposes of his unit shall submit to the committee pertinent information concerning the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

31. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

32. Invalidity. The invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

33. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to

OK 1558 MAG 2278

enforce the same, irrespective of the number of violations or breaches which may occur.

34. Gender 'The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

35. Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

36. Conflicts. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the latter shall control.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant, have caused this instrument to be executed on the day and year first above written.

FRANKLAND DEVELOPMENT CORPORATION  
*Parley R. Baldwin*  
By its President

Book 1559 : 2279

STATE OF UTAH            .)  
                                  ! SS  
COUNTY OF WEBER

On the 30th day of March, 1988. Personally appeared before me PARLEY R. BALDWIN, who being by me duly sworn did sign the above document, and being duly sworn, attests that he is the president of FRANKLAND DEVELOPMENT CORPORATION, and executes this declaration on Behalf of said corporation.

My Commission Expires: 2/4/91

*Barbara Peterson*  
NOTARY PUBLIC  
Residing at: *Ogden, Utah*

CONSENT TO AMEND DECLARATION

The undersigned, all owners of units of the Royalwoods Condominium Project do hereby conserve and agree to the Provisions of the amend declaration and request the same be recorded.

S.HRON INC.

*Donald Lynch*  
by its President

*Clyde Ernest Ricks*  
Clyde G. Ricks

*Julia G. Ricks*  
Julia G. Ricks

*Tina Moosman*  
Tina Moosman

*Vera S. Cardwell*  
Vera S. Cardwell, Trustee

*David D. Cardwell*  
David D. Cardwell, Trustee

*Fred F. Neilson*  
Fred F. Neilson

*Helen V. Neilson*  
Helen V. Neilson

*Georgene Richardson*  
Georgene Richardson

*Bruce D. Pimper*  
Bruce D. Pimper

*Stephanie D. Pimper*  
Stephanie D. Pimper

*Fern H. Taylor*  
FERN H. TAYLOR



*Shirley Haskell*  
Shirley Haskell

*Donald S. Griffin*  
Donald S. Griffin, Trustee

*Madge F. Griffin*  
Madge F. Griffin, Trustee

*JoAnn M. Greenwood*  
JoAnn M. Greenwood

*Julie R. Olsen*  
Julie R. Olsen

*Sylvia Kay Thompson*  
Sylvia Kay Thompson

*Rochelle H. Folkman*  
Rochelle H. Folkman

*Robert M. Beveridge*  
Robert M. Beveridge

*Jeffrey L. Shulz*  
Jeffrey L. Shulz

*Lynette P. Shulz*  
Lynette P. Shulz

*Ronald G. Lynch*  
Ronald G. Lynch

*Vickie L. Lynch*  
Vickie L. Lynch

2281

STATE OF UTAH  
COUNTY OF WEBER

On this 30th day of March, 1989, personally appeared before me, the undersigned Notary Public, the signers of the above, who duly acknowledge to me they signed the same.

*Maria M. Peterson*

NOTARY PUBLIC  
Residing at:

*Cottonwood*

My Commission Expires:

June 26, 1989

STATE OF UTAH )  
COUNTY OF WEBER )



On this 30 day of March, 1989, personally appeared before Ronald G. Lynch, who being duly sworn, did say that he is the President of Shren Inc, a Utah corporation, and signed above by authority of a resolution of its board of directors of said corporation.

*Maria M. Peterson*

NOTARY PUBLIC  
Residing at:

My Commission Expires:

June 26, 1989



BOOK 1558 PAGE 2282

EXHIBIT "A"

OF

THE ROYALWOODS CONDOMINIUMS PROJECT

The following described tract of real property situated in the County of Weber, state of Utah, to-wit:

A part of the southeast Quarter of Section 15, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:-

Beginning at a point on the West line of 2775 West Street; said point being 596.63 feet North 89 D 52' 30" west along the Quarter Section line and 415.70 feet South 3 D 00' East from the Northeast Corner of said Quarter Section; running thence South 3 D 00.1 East .157 . 00 feet along said West line; thence South 87 D 00' West 227.54 feet; thence south 5 D 57' 08" East 82.11 feet; thence South 86 D 13' 18" West 60.10 feet; thence South 87 D 33' 45" West 81.12 feet; thence North 5 D 57' 08" West 220.95 feet; thence North 82 D 54' 37" East 257.57 feet; thence North 87 D 00' East 118.98 feet to the point of beginning.

B. OF 1558 REC-2283



EXHIBIT "B"

THE ROYALWOODS CONDOMINIUM PROJECT

UNIT NO.	BUILDING NO	PAR VALUE (in points)	PERCENTAGE INTEREST
1-24	1-5	1	4.166

11-1555-2284

Page 10

23 August, 1994  
# 1309656 R1729 M454

ARTICLE XII

Adult Only Residence

Royalwood Condominiums are an Adult Only residence complex. By three-fourths majority vote of the condo association, to own or reside at Royalwood, you must be eighteen (18) years of age or older. This does not pertain to visitors, or visitation privileges of any owner.

BUILDING 1:

*Ferris H. Taylor*  
A. FERRIS H. TAYLOR

*Sharon Bighlin*  
B. SHARON BIGHLIN

*Worma Coburn*  
C. WORMA COBURN  
*Secretary*

*Bruce/Bearon Schole*  
D. BRUCE/BEARON SCROLE

*Vera Cardwell*  
E. VERA CARDWELL  
*President*

*Fred/Helen Metlson*  
F. FRED/HELEN METLSON

In the County of Salt Lake, State of Utah, I, *Sandy Santa*, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me by the person whose name is signed on the foregoing document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.



BUILDING 2:

*Deann Drake*  
A. DEANN DRAKE

*Sandy Santa*  
Notary Signature and Seal

C. DAVID BLUMENFELD

*Shirley Mackell*  
D. SHIRLEY/MACKELL

*Sheila Garrard*  
E. SHEILA GARRARD

*Clyde/Julia Riggs*  
F. CLYDE/JULIA RIGGS

4-PLEX:

A. A.

*Ruth Shultz*  
B. RUTH SHULTZ

*Louise Smith*  
C. LOUISE SMITH

*Blaine/Joan Hanger*  
D. BLAINE/JOAN HANGER

#71. 56  
968790

DEPUTY CLERK  
*Derry Chwen*  
Nov 13 9 56 AM '25  
FILED AND REGISTERED  
*Franklin D. Hively*

RECEIVED  VENDOR  *RECEIVED*

AMENDED  
ENABLING DECLARATION  
OF  
THE  
ROYALWOOD CONDOMINIUMS  
Phase No. 1

THIS DECLARATION is made and executed this 28 day of August, 1925, by FRANKLAND DEVELOPMENT CORP., FARLEY W. SALOWIN (herein after referred to as "Declarant"), pursuant to the provisions of the Act as hereinafter defined.

I. SUBMISSION

The Declarant, owner in fee simple of the Tract particularly described in Exhibit "A" annexed hereto, located Weber County, Utah, hereby submits the Tract together with the buildings and all improvements and all easements, rights and appurtenances thereunto belonging, to the provisions of the Act as an expendable condominium to be known as ROYALWOOD CONDOMINIUMS. The project is described as THE ROYALWOOD CONDOMINIUMS on the Record of Survey Map recorded simultaneously herewith.

II. DEFINITIONS

When used in this Declaration and in the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit "D", the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-16, Utah Code Annotated (1953), as the same may be amended from time to time.
2. Declaration shall mean and refer to this instrument, as the same may be amended from time to time.
3. Declarant shall mean and refer to FRANKLAND DEVELOPMENT CORP., FARLEY W. SALOWIN and their successors and assigns.
4. Record of Survey Map and Map shall mean and refer to the record of Survey Map filed simultaneously herewith, consisting of one sheet, and prepared and certified to by Lloyd J. Neuffer, a duly registered Utah Land Surveyor having Certificate No. 629.
5. Property shall mean and refer to the land in Exhibit "A" and other land that may be annexed to the Project as provided herein, the buildings, all improvements and the structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
6. Management Committee and Committee shall mean and refer to the Management Committee of the ROYALWOOD Condominium Project as it exists at any given time.
7. Association shall mean and refer to all of the Unit Owners acting as a group in accordance with the Declaration and the By-Laws.
8. Common Areas and Facilities and Common Area shall mean, refer to, and include:
  - (a) The real property and interests in real property which this Declaration submits to the terms of the Act
  - (b) All common areas and facilities designated as such in the Survey Map

09-285-0001 TO 0034  
 09-286-0001 TO 0028  
 09-287-0001 TO 0033  
 1-1-1930 1461

injunctive relief or both, maintainable by the Committee on behalf of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

32. Information Regarding Transfers of Unit. Any Unit Owner who sells, leases, or otherwise disposes of his Unit shall submit to the Committee pertinent information concerning the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Committee.

33. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

34. Invalidity. The invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

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

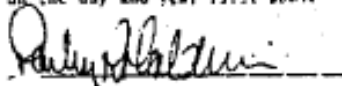
36. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

37. Typical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

38. Conflicts. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the latter shall control.

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

IN WITNESS WHEREOF, the undersigned, being the Declarants, have caused this instrument to be executed on the day and year first above written.



1490 061479

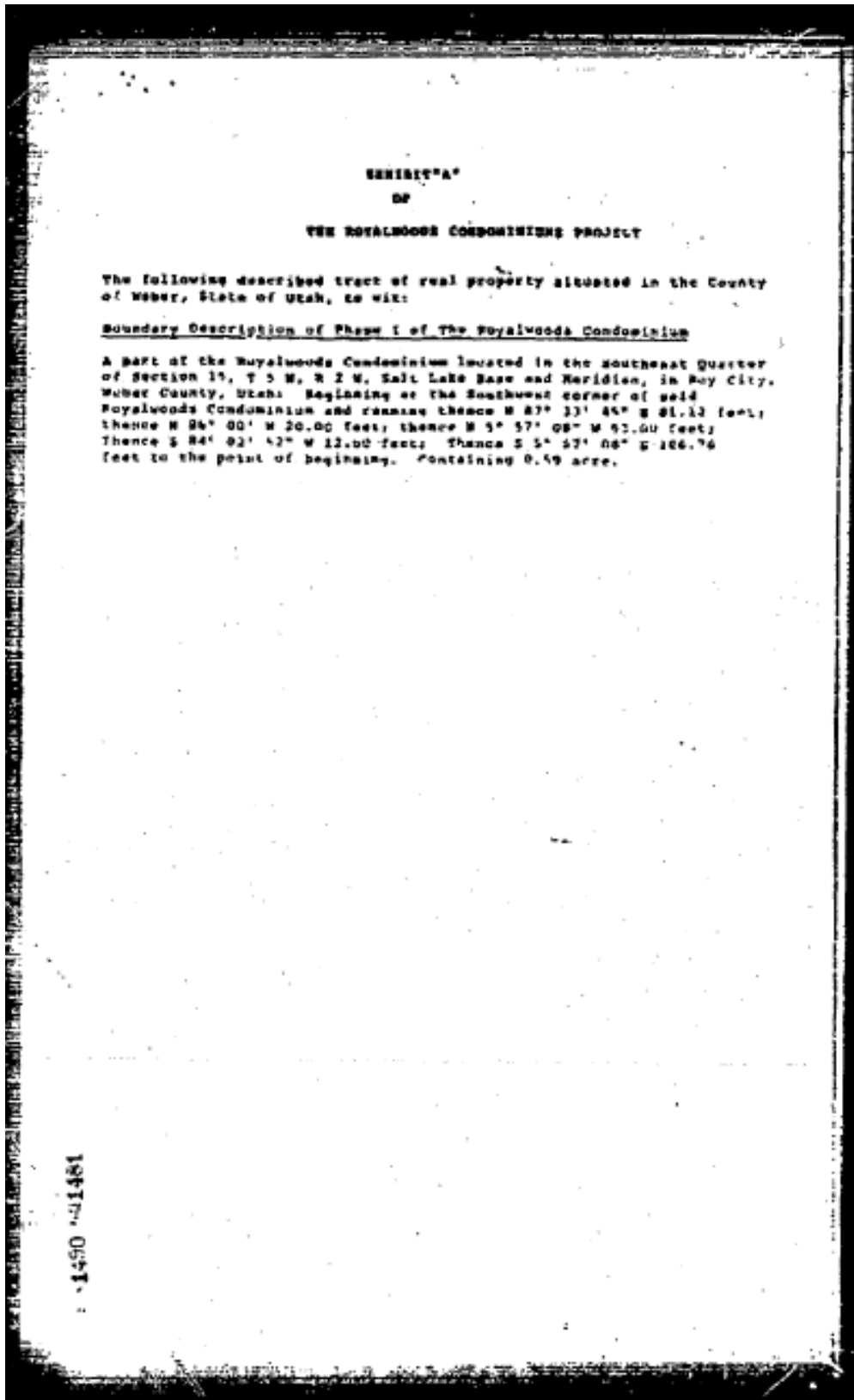




EXHIBIT "A"

THE ROYALWOODS CONDOMINIUM PROJECT

<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>PAR VALUE (In Pairs)</u>	<u>PERCENTAGE INTEREST</u>
1-12	1-F	1	1/12

1480 0881

6-1491-1483

EXHIBIT "C"

ADDITIONAL L&P ROYALWOOD CONDO

PRIMARY DESCRIPTION OF TRACT 1 OF THE ROYALWOOD CONDOMINIUM

A part of the Royalwood Condominium located in the Southwest Quarter of Section 15, T 5 N, R 2 W, Salt Lake Area and Meridian, in Boy City, Weber County, Utah, beginning at the Southeast corner of said Northwest Condominium and running thence N 87° 13' 45" E 81.22 feet; Thence N 65° 13' 18" E 64.30 feet; Thence S 45° 57' 00" W 130.00 feet; Thence S 87° 00' 00" W 20.00 feet; Thence N 5° 37' 00" W 63.70 feet; Thence S 81° 00' 50" W 121.00 feet; Thence S 5° 57' 00" E 106.74 feet to the point of beginning. Containing 0.64 acre.

PRIMARY DESCRIPTION OF TRACT 2 OF THE ROYALWOOD CONDOMINIUM

A part of the Royalwood Condominium located in the Southwest Quarter of Section 15, T 5 N, R 2 W, Salt Lake Area and Meridian, in Boy City, Weber County, Utah, beginning at the South East corner of said Northwest Condominium and running thence N 3° 00' 00" W 177.00 feet; Thence S 87° 00' 00" W 166.00 feet; Thence S 81° 00' 50" W 11.40 feet; Thence S 5° 57' 00" E 11.60 feet; Thence N 64° 00' 50" W 27.00 feet; Thence S 87° 00' 00" W 62.00 feet; Thence N 87° 00' 00" W 27.00 feet to the point of beginning. Containing 0.20 acre.

PRIMARY DESCRIPTION OF TRACT 3 OF THE ROYALWOOD CONDOMINIUM

A part of the Royalwood Condominium located in the Southwest Quarter of Section 15, T 5 N, R 2 W, Salt Lake Area and Meridian, in Boy City, Weber County, Utah, beginning at the North East corner of said Northwest Condominium and running thence N 89° 52' 30" W 154.95 feet; Thence S 80° 30' 30" W 25.00 feet; Thence S 0° 00' 00" W 1.00 feet; Thence S 87° 00' 00" W 82.20 feet; Thence S 3° 00' 00" W 166.00 feet; Thence N 3° 00' 00" W 162.65 feet to the point of beginning. Containing 1.12 acres.

PRIMARY DESCRIPTION OF TRACT 4 OF THE ROYALWOOD CONDOMINIUM

A part of the Royalwood Condominium located in the Southwest Quarter of Section 15, T 5 N, R 2 W, Salt Lake Area and Meridian, in Boy City, Weber County, Utah, beginning at a point N 89° 52' 30" W 97.27 feet from the North East corner of said Northwest Condominium and running thence S 0° 00' 00" W 144.95 feet; Thence S 89° 52' 30" W 25.00 feet; Thence S 0° 00' 00" W 1.00 feet; Thence S 87° 00' 00" W 82.20 feet; Thence S 3° 00' 00" W 166.00 feet; Thence N 3° 00' 00" W 162.65 feet to the point of beginning. Containing 1.52 acres.

PRIMARY DESCRIPTION OF TRACT 5 OF THE ROYALWOOD CONDOMINIUM

A part of the Royalwood Condominium located in the Southwest Quarter of Section 15, T 5 N, R 2 W, Salt Lake Area and Meridian, in Boy City, Weber County, Utah, beginning at the North East corner of said Northwest Condominium and running thence N 89° 52' 30" W 97.27 feet; Thence S 89° 52' 30" W 25.00 feet; Thence S 0° 00' 00" W 1.00 feet; Thence S 87° 00' 00" W 82.20 feet; Thence S 3° 00' 00" W 166.00 feet; Thence N 3° 00' 00" W 162.65 feet to the point of beginning. Containing 0.64 acre.

