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COUNTY OF CACHE) SS
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Webber Real Estate
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IN BOOK 156 OF RECORD
PAGE 443 to 468 Incl
GRETTA D. SMITH
COUNTY RECORDER
DEPUTY

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
TWIN PINES, A CONDOMINIUM PROJECT

THIS DECLARATION of covenants, conditions, restrictions, hereinafter called "Declaration", is made and executed in Logan, Cache County, Utah, this 15th day of June, 1973, by F. KENNETH WESTOVER and JEAN P. WESTOVER, his wife; DROSTAN H. BAKER and GLORIA C. BAKER, his wife; MAURICE G. BAKER and LAURA S. BAKER, his wife; and C. RICHARD BAKER and MARGARET P. BAKER, his wife, hereinafter designated and referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described real property situate in Logan, Cache County, Utah, to-wit:

Part of Lots 1 and 2, Block 17, Plat "A" Logan City Survey, Described as follows: BEGINNING at a point 237.7 feet West of the Southeast corner of said Lot 1 and running thence West 63.2 feet, thence North 297 feet to the center line of said Block 17, thence East along said center line 167.6 feet, thence South 132 feet, thence West 104.4 feet, thence South 165 feet to the point of beginning.

WHEREAS, Declarant is the owner of certain apartment house buildings and certain other improvements heretofore or hereafter to be constructed upon said premises; and

WHEREAS, the said apartment house buildings and other improvements aforesaid have been constructed in accordance with the plans and drawings set forth in the Record of Survey Map filed and recorded herewith; and

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above-described property and the apartment house buildings and other improvements thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project; and

WHEREAS, Declarant desires and intends to sell the fee title to the apartment units contained in said condominium project, together with the undivided ownership interests in the common areas and facilities appurtenant to each of said apartment units, to various purchasers, subject to the covenants, restrictions and limitations reserved;

NOW, THEREFORE, Declarant declares that all the said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to provisions of this Declaration which shall run with the land and be a burden and a benefit to all having an interest therein, their successors, assigns, heirs, executors, administrators, grantees and devisees.

1. Definitions: Some of the terms used herein are defined in this paragraph.

(a) Condominium: The entire estate in the real property owned by any owner.

(b) Condominium Act: The Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated).

(c) Declarant: F. Kenneth Westover and Jean P. Westover, his wife; Drostan H. Baker and Gloria C. Baker, his wife; Maurice G. Baker and Laura S. Baker, his wife; C. Richard Baker and Margaret P. Baker, his wife.

(d) Declaration: This instrument.

(e) Management Committee: The governing body of the project.

(f) Manager: The person designated by the Management Committee to manage the affairs of the project.

(g) Map: Record of Survey Map recorded herewith.

(h) Mortgage: Deed of Trust as well as mortgage.

(i) Mortgagee: Beneficiary or holder under Deed of Trust as well as mortgagee.

(j) Owner: Any person with an ownership interest in a condominium in the project.

(k) Person: Legal entity as well as natural person.

(l) Project: The entire parcel of real property referred to in this Declaration.

2. Name: The project is submitted to the provisions of the Condominium Act to be known as TWIN PINES, A CONDOMINIUM PROJECT.

3. Description of Buildings: The project consists of three apartment house buildings each with four stories, to-wit: lower, middle, upper and attic, containing apartment units. The said buildings are constructed of concrete, masonry, and frame type construction.

4. The approximate area in square feet, number of rooms and location of each apartment unit is as indicated on attached exhibit marked "A" and by this reference made a part hereof.

5. Common Areas and Facilities: The common areas and facilities of the project shall be and are all the land and roofs, sky lights, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders to the interior surfaces thereof, stairs, greens, gardens, walkways, planters, parking stalls, car ports, storage walls, fences, all installations of power, lights, gas and water, those common areas and facilities designated as such on the map, excepting however, private balconies, fireplaces, heating units, air conditioning units and water heaters, which said excepted items are part of the limited common areas to which they appertain. The common areas and facilities shall be maintained by all owners of apartment units in prorata in accordance with ownership interest therein.

6. Limited Common Areas and Facilities: The limited common areas and facilities of the project shall be and are the private balconies, fireplaces, heating units, air conditioning units and water heaters, which are hereby set aside and reserved for the use

of the respective apartment units to which they are attached and/or appurtenant and as designated on the Map, to the exclusion of the other apartments and shall be maintained at the expense of the owner of the unit to which attached.

7. Apartment Units: The apartment units are as designated on the Map and are the elements of the condominium which are not owned in common with the owners of the other units. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, door and door frames and trim, and includes the portions of the buildings so described and the air space so encompassed.

8. The proportionate share of the separate owners of the respective apartments in the common areas and facilities is based on the proportionate value that each of the apartments bears to the total value of the property and is as indicated on the attached exhibit marked "B", which by this reference is made a part hereof.

9. The value of each apartment, the total value of all the apartments, and the value of the property, as defined by the Utah Condominium Ownership Act is as indicated on the attached exhibit marked "B", which by this reference is made a part hereof.

10. Voting - Common Expenses: The percentage of ownership in the common areas and facilities shall be for all purposes, including voting; and the common expenses.

11. Use: The buildings and apartments therein are intended and restricted for the use of single family residences.

12. Service of Process: The person to receive service of process in the cases contemplated by the Act is:

NAME: F. Kenneth Westover

RESIDENCE ADDRESS: 5490 Kenwood Drive, Murray, Utah

BUSINESS ADDRESS: 5490 Kenwood Drive, Murray, Utah

13. Rebuild, Repair, Restore or Sell: Whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property shall be determined by the approval and consent of unit owners representing not less than 3/4ths of the votes in accordance with the percentages assigned herein at any regular meeting of the owners or at a special meeting called for such purpose.

14. Easements and Encroachments: In the event any portion of the common areas and facilities encroaches upon any of the units, a valid easement shall exist for such encroachment, and for the maintenance of the same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments shall be permitted, as required, upon the apartments and easements for such encroachments and for the maintenance of the same for such period of time as may be reasonably required for the reconstruction or repair of said premises.

15. Amendments: The apartment owners shall have the right to amend this declaration and/or the Record of Survey Map upon the approval and consent of 3/4ths of the votes of unit owners in accordance with the percentages assigned herein, as set forth in the Utah Condominium Act, which consent and approval shall be by duly executed and recorded instruments.

16. Voting at Meetings of Unit Owners: At any meeting of owners, each shall be entitled to the number of votes in accordance with his ownership interest in the common areas and facilities as provided hereinabove. 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 management committee. Where there is more than one record owner, any or all such persons may attend any meeting of the owners, but they must act unanimously in order to cast the votes in which they are entitled.

17. Meetings of Unit Owners - Quorum: The presence at any meeting of owners of a majority of the total votes shall constitute a quorum.

18. Annual Meeting of Unit Owners: The annual meeting of unit owners shall be held the first Monday in July, at the project, or at such other time not more than 30 days before or after such date, as may be designated by written notice of the management committee 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 had to fill vacancies on the management committee, a financial report shall be given and such other business conducted as may be properly presented.

19. Special Meetings of the Unit Owners: Special meetings of the unit owners may be called at any time by written notice signed by a majority of the management committee, or by the owners having 1/3rd of the total votes, delivered not less than 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.

20. 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 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the management committee or manager for the purpose of service of such notice or to the unit of such person if no address has been given to the manager. Such address may be changed from time to time by notice in writing to the management committee or manager.

21. Management Committee - General: The business and property of TWIN PINES shall be managed by a management committee consisting initially of three persons who have ownership in units in said project, to be elected by the owners at the annual meeting of the owners. Each member of the management committee

shall serve a three year term and until successors are elected and qualified; provided however, that at the first annual meeting of owners to be held on the first Monday in July, 1974, one member shall be elected for a one year term, one for a two year term, and one other member for a term of three years. Such management committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided for by law, this Declaration and/or any amendments subsequently filed thereto; provided however, that the management committee may engage or contract for the services of a manager or management group or firm and fix and pay a reasonable fee or compensation therefor.

Within 30 days after all the apartment units are sold, if the same occurs prior to the first Monday in July, 1974, a special meeting of owners shall be held for the purpose of selecting an interim management committee to serve until the first annual meeting.

Declarant shall act as the management committee until the election of the interim management committee or until the first annual meeting of owners, whichever occurs first.

22. Operation and Maintenance: The committee shall be responsible for the control, operation and management of the project, in accordance with the provisions of the Utah Condominium Ownership Act, this Declaration and such administrative, management and operational rules and regulations as the committee may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the project and of the maintenance and repair of the common areas and facilities appurtenant thereto.

23. Committee Vacancies: In a case of any vacancy in the management committee, the remaining members thereof may elect a successor to hold office until the next meeting of the unit owners.

24. Officers: The management committee shall appoint or

elect from among its membership a chairman, vice-chairman, and a secretary-treasurer. The chairman of the committee, or in his absence, the vice-chairman, shall preside at all meetings of the committee and at all meetings of the unit owners. The secretary-treasurer shall take and keep minutes of all meetings. He shall perform such other services as the committee may impose upon him, and shall receive such compensation as the committee may fix or approve, if any. He shall have the custody and control of the funds of the committee, subject to the action of the committee, and shall, when requested by the chairman so to do, report the state of finances of the committee at each annual meeting of the unit owners and at any meeting of the committee. He shall perform such other services as the committee may require of him and shall be bonded if required by the management committee.

25. Regular Meetings: A regular meeting of the committee shall be held after the adjournment of each annual unit owners' meeting, at a place which the committee shall determine. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the committee may from time to time by resolution provide. No special notice need be given of regular meetings of the committee.

26. Special Meetings: Special meetings shall be held whenever called by the chairman, vice-chairman, or by a majority of the committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous consent of the committee, special meetings may be held without call or notice of any time or place.

27. Quorum - Management Committee: A quorum for the transaction of business at any meeting of the committee shall consist of a majority of the committee then in office.

28. Special Committees: The management committee by resolution, may designate one or more special committees, each committee to consist of two (2) or more persons who have ownership in apartments, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by the management committee. Such special committees shall keep regular minutes of their proceedings and report the same to the management committee when required. The chairman of the management committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

29. Administrative Rules and Regulations: The committee shall have the power to adopt and establish by resolution, such building management, and operational rules as the committee may deem necessary for the maintenance, operation, management and control of the project, and the committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the owners, such amendment, alteration and provision shall be taken to be a part of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the project.

30. Right of Entry: The committee and its duly authorized agents shall have the right to enter any and all of the said apartments in case of an emergency originating in or threatening such apartment or any other part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agents shall also have the right to enter into any and all of said apartments all all reason-

able times as required for the purpose of making necessary repairs upon the common areas and facilities of the project, for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon, provided however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other apartments in the project; and provided further, that the apartment owner affected by such entry shall first be notified thereof if available, and if time permits.

31. Limitation on Use of Units and Common Area: The units and common area shall be occupied and used as follows:

(a) No owner shall occupy or use his unit, or permit the same or any part thereof to be occupied for or used for any purpose other than as a private residence for the owner and the owner's family or the owner's lessees or guests.

(b) There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the management committee.

(c) Nothing shall be done or kept in any unit or in the common area without the prior written consent of the management committee, which will increase the rate of insurance on the common area. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

(d) No sign of any kind shall be displayed to the public view on or from any unit or the common area, without the prior consent of the management committee.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common area, except that dogs, cats or other household pets may be kept

in units, subject to rules and regulations adopted by the management committee.

(f) No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

(g) Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the management committee.

(h) There shall be no violation of rules for the use of the common area adopted by the management committee and furnished in writing to the owners, and the management committee is authorized to adopt such rules.

(i) None of the rights and obligations of the owners created herein, or by the deed creating the condominiums shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the wilful conduct of said owner or owners.

32. Maintenance of Units: Each unit owner at his expense shall maintain the limited common areas and facilities appurtenant to his apartment unit and shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damages to the building or buildings caused by the act,

negligence or carelessness of the owner's family or of the family of any lessee or sub-lessee, and any agent, employee or guest of the owner or his lessee or sub-lessee, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the unit.

No radio or television antenna or aerial shall be installed on the outside of any building contained within the project without prior written consent of the committee.

33. Sale or Lease: In the event any owner of a condominium shall wish to resell or lease the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining owners shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the management committee for all of the owners. The remaining owners through the management committee or a person named by the committee, shall have the right to purchase or lease the subject condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing owner, and a matching down payment or deposit is provided to the selling or leasing owner during the ten day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

In the event any owner shall attempt to sell or lease his condominium without affording to the other owners the right of first refusal herein provided, such sale or lease shall be wholly

null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an owner to subject his condominium to a trust deed, mortgage or other security instrument.

The failure of or refusal by the management committee to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

34. Mortgages Not Affected by Right of First Refusal: In the event of any default on the part of any owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of paragraph 33, and the purchaser (or grantee under such deed in lieu of foreclosure) of such condominium shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, and the said holder or nominee may thereafter sell and convey the condominium free and clear of the provisions of paragraph 33, but its grantee shall thereupon and thereafter be subject to all of the provisions hereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a decedent's interest to a devisee by Will or his heirs at law under intestacy laws

shall not be subject to the provisions of paragraph 33.

If an owner of a condominium can establish to the satisfaction of the management committee that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of paragraph 33.

35. Certificate of Satisfaction of Right of First Refusal:

Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any condominium, the management committee shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) with respect to a proposed lease or sale under paragraph 33, that proper notice was given by the selling or leasing owner and that the remaining owners did not elect to exercise their option to purchase or lease;

(b) with respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to paragraph 34, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of paragraph 34;

(c) with respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of paragraph 33;

Such a certificate shall be conclusive evidence of the facts contained therein.

36. Insurance: The management committee shall obtain and maintain at all times insurance of the type and kind as follows:

(a) Fire Insurance, with extended coverage endorsements, for the full insurable replacement value of the units and common areas, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each unit, if any.

(b) 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, owners of common areas, and their invitees or tenants, incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the owners. Limits of liability under such insurance shall not be less than \$100,000 for each person; and shall be not less than \$300,000 for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and increased at its discretion. 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.

(c) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.

(d) Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use.

The said insurance shall be governed by the following provisions:

(1) All policies shall be written with a company licensed to do business in the State of Utah and holding a rating of "AAA" or better by Best's Insurance Reports.

(2) Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Management Committee or its authorized representatives.

(3) In no event shall the insurance coverage obtained and maintained by the Management Committee hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

(4) Each owner may obtain additional insurance at his own expense; provided however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the management committee, in behalf of all the owners, may realize under any insurance policy which the management committee may have in force on the project at any particular time.

(5) Each owner shall be required to notify the management committee of all improvements made by the owner to his unit, the value of which is in excess of \$1,000.00.

(6) Any owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such owner, shall be required to file a copy of the individual policy or policies with the management committee within thirty (30) days after purchase of such insurance.

(7) The management committee shall be required to make every effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the management committee, the manager, the owners and their respective servants, agents, and guests.

(b) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.

(c) That the master policy of the project cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the management committee or manager without prior demand in writing that the management committee or manager cure the defect.

(d) That any "No other insurance" clause in the master policy exclude individual owners' policies from consideration.

(8) The annual insurance review which the management committee is required to conduct as provided above shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

38. Taxes: It is acknowledged that under the Condominium Ownership Act, each of said units' percentage of the undivided interest in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, and that as a result thereof no taxes will be assessed or payable against the project as such. Each member will, therefore, pay and discharge any and all taxes which may be assessed against any of said units of which he is the owner, against the percentage of undivided interests in the common areas and facilities of any such unit, and/or against any items of personal property located in or upon any unit of which he is the owner.

39. Payment of Expenses: Each unit owner shall pay the management committee his pro rata portion of the cash requirement deemed necessary by the committee to manage and operate TWIN PINES, a CONDOMINIUM PROJECT, and the recreational areas and facilities, if any, upon the terms, at the times, and in the manner herein provided without any deduction because of any set-offs or claims which the owner may have against management, and if the 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 1.5% per month from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portion of the year, are hereby defined, and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by all the owners of TWIN PINES, then in existence to enable the committee

to pay all estimated expenses and outlays of the committee to the close of such year, growing out of or in connection with the maintenance and operation of such land and buildings and improvements, and recreational area and facilities, if any, which sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common areas and facilities, recreational areas and facilities, if any, garbage collections, utilities, snow removal, wages, water and charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to TWIN PINES. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed 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 management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

The pro-rata portion payable by the owner in and for each year or portion of year shall be a sum within the limits and on the conditions hereinabove provided, bearing to the aggregate amount of such cash requirements for such year or portion of year, determined as aforesaid, the same ratio as the owner owns an undivided interest in the common areas and facilities, and

such 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 management committee, and at such times as shall be provided by the management committee.

The management committee shall have discretionary powers to prescribe the manner of maintaining the operation of TWIN PINES and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under this declaration. Every such reasonable determination by the committee, within the bounds of the Condominium Ownership Act, and this Declaration, shall be final and conclusive as to the owners, and any expenditures made by the committee within the bounds of the Condominium Ownership Act, and this Declaration, shall be, as against the owner, deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the unit and shall default for a period of one (1) month in payment of any management assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner occupying the unit, the rent due or becoming due. Such payment of rent to the committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and the owner to the extent of the amount so paid.

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 shall be maintainable without foreclosing or waiving the lien securing the same. The

amount of any assessment, whether regular or special, assessed to the owner of any condominium plus interest at 1.5% per month and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of notice of easement as provided in Section 57-8-20 of the Utah Condominium Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only the following:

- (1) Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and
- (2) Encumbrances on the owner's condominium (unit and 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 management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancers of a condominium upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrancer shall have a lien on such condominium for the amounts paid of the same ranks as the lien of his encumbrancer.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof the management committee 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 nonpayment of assessment may be enforced by sale by the management committee or by a bank or trust company or title insurance company authorized by the management committee, such sale to be conducted in accordance with the provisions of 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 or sale, the owner shall be required to pay the costs and expenses of such proceedings and reasonable attorneys fees.

In case of foreclosure, the owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The management committee or manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

40. Mortgage Protection: Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 39 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure

sale, which said lien, if any claimed, shall have the same affect and be enforced in the same manner as provided herein;

(b) No amendment to the paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

(c) By subordination agreement executed by a majority of the management committee, the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

41. 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 right to enforce said provision or any other provisions hereof.

42. 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 affect the validity or enforceability of any other provision hereof.

43. Effective Date: This Declaration shall take effect upon recording.


F. KENNETH WESTOVER


JEAN P. WESTOVER


DROSTAN H. BAKER


GLORIA C. BAKER

Maurice G. Baker
MAURICE G. BAKER

Laura S. Baker
LAURA S. BAKER

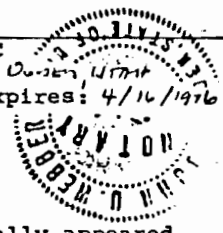
C. Richard Baker
C. RICHARD BAKER

Margaret P. Baker
MARGARET P. BAKER

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 15th day of JUNE, 1973, personally appeared before me F. KENNETH WESTOVER and JEAN P. WESTOVER, his wife, who acknowledged to me that they are one of the signers of the foregoing instrument.

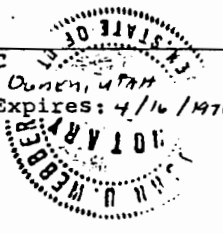
[Signature]
NOTARY PUBLIC
Residing At: Dunsmuir, UTAH
My Commission Expires: 4/16/1976



STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 15th day of JUNE, 1973, personally appeared before me DROSTAN H. BAKER and GLORIA C. BAKER, his wife, who acknowledged to me that they are signers of the foregoing instrument.

[Signature]
NOTARY PUBLIC
Residing At: Dunsmuir, UTAH
My Commission Expires: 4/16/1976



STATE OF UTAH)
COUNTY OF WEBER) ss.

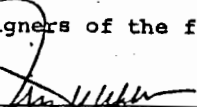
On the 15th day of JUNE, 1973, personally appeared before me MAURICE G. BAKER and LAURA S. BAKER, his wife, who acknowledged to me that they are signers of the foregoing instrument.

[Signature]
NOTARY PUBLIC
Residing At: Dunsmuir, UTAH
My Commission Expires: 4/16/1976



STATE OF UTAH)
)
COUNTY OF Wasatch) ss.

On the 15th day of June, 1973, personally appeared before me C. RICHARD BAKER and MARGARET P. BAKER, his wife, who acknowledged to me that they are signers of the foregoing instrument.



NOTARY PUBLIC
Residing At: Dubon, Utah
My Commission Expires: 4/16/1976



EXHIBIT A

APARTMENT UNIT NO.	LOCATION	NUMBER OF ROOMS	APPROXIMATE AREA IN SQUARE FEET
1	Bldg. A, lower floor, West side	5	800
2	Bldg. A, lower floor, East side	5	800
3	Bldg. A, middle floor, West side	5	824
4	Bldg. A, middle floor, East side	5	824
5	Bldg. A, upper and attic floors, West side	6	1554
6	Bldg. A, upper and attic floors, East side	6	1554
7	Bldg. B, lower floor, West side	5	800
8	Bldg. B, lower floor, East side	4	695
9	Bldg. B, middle floor, West side	5	824
10	Bldg. B, middle floor, East side	5	824
11	Bldg. B, upper and attic floors, West side	6	1554
12	Bldg. B, upper and attic floors, East side	6	1554
13	Bldg. C, lower floor, North side	5	763
14	Bldg. C, lower floor, North of center	5	763
15	Bldg. C, middle floor, North side	5	786
16	Bldg. C, middle floor, North of center	5	786
17	Bldg. C, upper and attic floors, North side	6	1300
18	Bldg. C, upper and attic floors, North of center	6	1323
19	Bldg. C, lower floor, South of center	5	763
20	Bldg. C, lower floor, South side	5	763
21	Bldg. C, middle floor, South of center	5	786
22	Bldg. C, middle floor, South side	5	786
23	Bldg. C, upper and attic floors, South of center	6	786
24	Bldg. C, upper and attic floors, South side	6	786

EXHIBIT B

APARTMENT UNIT NO.	VALUE	PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES
1	\$16,350.00	.03667
2	16,350.00	.03667
3	17,000.00	.03813
4	17,000.00	.03813
5	22,500.00	.05047
6	22,500.00	.05047
7	16,350.00	.03667
8	15,350.00	.03443
9	17,000.00	.03813
10	17,000.00	.03813
11	22,500.00	.05047
12	22,500.00	.05047
13	16,350.00	.03667
14	16,350.00	.03667
15	17,000.00	.03813
16	17,000.00	.03813
17	22,500.00	.05047
18	22,500.00	.05047
19	16,350.00	.03667
20	16,350.00	.03667
21	17,000.00	.03813
22	17,000.00	.03813
23	22,500.00	.05047
24	22,500.00	.05047

TOTAL VALUE OF ALL APARTMENTS - \$445,800.00

TOTAL VALUE OF PROPERTY - \$513,800.00

FIRST AMENDMENT

to

THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

of

TWIN PINES
a Condominium Project

ENT 676490 Bk. 790 Pg 1043
DATE 11-FEB-1998 1:44PM FEE 64.00
MICHAEL L GLEED, RECORDER - FILED BY SA
CACHE COUNTY, UTAH
FOR GREG SKABELUND

DECLARATION

The undersigned constituting more than a 75% interest of the voting owners of Twin Pines, a Condominium Project, pursuant to the provisions contained in paragraph 15 of the Declaration of Covenants, Conditions & Restrictions of Twin Pines, a Condominium Project, as appears of record under Entry No. 373769, in Book 156, at Pages 443 - 448, in the Recorder's Office of Cache County, State of Utah, amend, replace in its entirety, and ratify the Declaration of Covenants, Conditions & Restrictions as follows:

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

1. Name of the Condominium: The name by which the Condominium Community shall be known is Twin Pines, a Condominium Project.

2. Definitions: The terms used in this Declaration including Exhibits attached hereto shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2 unless the context otherwise requires.

(a) "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. seq., as the same may be amended from time to time.

(b) "Adult" shall mean a person 18 years of age or older.

(c) "Association of Unit Owners" or "Association" shall mean and refer to Twin Pines Condominium Owners Association, of which all of the Unit Owners are members.

(d) "Common Areas and Facilities" shall mean and refer to:

- (1) The Land;
- (2) That portion of the Property not specifically included in the respective Units as herein defined;
- (3) All foundations, columns, girders, beams, supports, mainwalls, roofs, stairways, exterior walkways, driveways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas and entrances and exits, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;
- (4) Those areas specifically set forth and designated in the Map as "Common Ownership" or "Limited Common Area"; and
- (5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.
- (e) "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules and regulations pertaining to the Condominium as the Association of Unit Owners or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.
- (f) "Condominium Unit" shall mean and refer to the single family ownership of a single unit in this Condominium Community together with an undivided interest in the Common Areas and Facilities of the Property.
- (g) "Condominium Community", "Condominium" "Condominium project" or sometimes the "Project" shall mean and refer to the entire Property, as defined below, together with all rights, obligations and organizations established by this Declaration.
- (h) "Declarant" shall mean Twin Pines Condominium Homeowners, which has made and executed amendments to this Declaration, and/or its successor which, by either operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(i) "Declaration" shall mean this instrument by which Twin Pines Condominiums Homeowners Association is established as a Condominium Project, as may hereafter be modified, amended, supplemented or expanded.

(j) "Land" shall mean and refer to the real property described on Exhibit A submitted to the provision of the Act.

(k) "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Map as reserved for use of a certain Unit to the exclusion of the other units including patios, entrance walkways, and/or balcony areas associated with the Units.

(l) "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the Bylaws attached hereto (which Bylaws are hereby incorporated by reference and made a part of this Declaration). Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

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

(n) "Map" shall mean and refer to the Record of Survey map of the Project recorded with the original Declaration of Covenants, Conditions & Restrictions of Twin Pines, a Condominium Project.

(o) "Percentage Interest" shall mean the undivided percentage interest of each Unit Owner in the Common Areas.

(p) "Property" shall mean and include the land, the building, all improvements and structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(q) "Unit" or "Condominium Unit" shall mean and refer to one of the Units designated as a Unit on the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as

appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members other than bearing walls and structural members other than bearing walls and structural members, of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

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

(s) "Unit Owner" or "Owner" shall mean the person or persons owning a Unit in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Cache County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

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

3. Submission to Condominium Ownership. Declarant hereby submits the Land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The Land is that tract or parcel, more particularly described in Exhibit "A" attached hereto.

(b) Description of Improvements. The significant improvements contained in the Project include a three and four story buildings containing Twenty-four (24) Units. Each unit has an assigned parking spot in an assigned carport. The Project also includes landscaping, guest parking and other facilities located substantially as shown in the Map and will be subject to easements which are reserved through the Project as may be required for utility services.

(c) Description and Legal Status of Units. The Map shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

(1) Each Unit has immediate access to the outside and shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of 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 and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit.

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

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

(2) Driveways, parking areas, lawns, shrubs, gardens, and recreational areas;

(3) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

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

(5) The Limited Common Areas and Facilities herein described;
and

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

(e) Description of Limited Common Areas and Facilities. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a patio, entrance walkway and/or balcony areas contiguous with the Unit as indicated on the Map, and the assigned carport appurtenant to each unit. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated.

6. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Condominium Project is to provide adult residential housing and parking space for single family Unit Owners and guests, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

(1) Each of the Units shall be occupied by the single family Unit Owner, his family, servants or guests as a private residence and for no other purpose; rentals are strictly limited to one year. No owner or family shall occupy a unit if they have children or persons under the age of eighteen (18) years permanently residing in said unit without first obtaining written consent of the managing committee.

(2) No parking area shall be used for parking of trailers, mobile homes, boats, snowmobiles or campers which have been detached from trucks except in the area provided for recreational vehicles. No maintenance, upkeep (other than washing and cleaning) or repair of any vehicle, trailer or boat may be performed in any carport, parking or common area. There shall be no storage of any kind except of vehicles as above provided in any carport, parking stall or common area.

(3) The Common Areas and Facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(4) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the buildings, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(5) No Unit Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, radio or television antenna) pots, plants, wind chimes or other decorative items to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the inside or outside of windows or doors, without the prior written consent of the Management Committee. Temporary open house signs may be placed subject to written approval of the Management Committee as to location, duration, size and design. If signs are placed without written approval, the Committee retains the right to remove them. No signs for the sale of a unit may be placed in or upon any vehicle on common areas.

(6) Horizontal levelor type window blinds are allowed subject to Management Committee approval of the color. No plastic, sun screen or reflective type material shall be used on the interior or exterior of the windows. The exterior portion of any drape or curtain must be white and the Management Committee shall determine the color of carpet and/or paint used on terraces and/or balconies.

(7) The drainage channel along the ground level patios of Units A and B must not be changed, planted or obstructed in any way.

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

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

(10) No animals or pets of any kind are to be raised, bred or kept in any Unit or in the Common Areas or Limited Common Areas without the prior written approval of the Management Committee with respect to the specific pet. Unit Owner shall keep the pet off the Common Areas. If the pet becomes a nuisance to other Unit

owners, the pet owner shall remove the pet from the Project upon written notice by the Management Committee or its representative.

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

(12) No Owner shall violate the rules and regulations regarding use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

7. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Gregory Skabelund, whose address is 2176 North Main, Suite 102, North Logan, Utah 84341. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

8. Ownership and Use.

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities.

(b) Nature of and Restrictions on Ownership and Use. Each single family Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by adult persons over eighteen (18) years of age, corporations, partnerships, or trusts and in the form of common tenancy.

(c) Prohibition Against Subdivision of Unit. No Unit Owner, (except Declarant as provided in this Declaration) by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map and no carport assigned to any Unit shall be conveyed separately from such Unit.

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

relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to Limited Common Areas each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration, the Bylaws, and the rules and regulations of the Management Committee. This right of use shall be appurtenant to and run with each Unit. Common Areas and facilities are intended for quiet recreational use only. No playground items—swings, sandboxes, and the like—will be allowed in any of the common areas and facilities.

(f) Computation of Undivided Interest. Each Unit Owner shall have a _____ undivided interest in the Common Areas and Facilities.

9. Use of Limited Common Areas and Facilities. A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for his Unit shall be subject to and in accordance with this Declaration and the Bylaws.

10. Voting Ownership. The vote attributable to and exercisable in connection with a Unit shall be one (1) vote. In the event there is more than one Owner of a particular adult single family Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

11. Management.

(a) Management Committee. the business, property and affairs of the Condominium shall be managed, operated and maintained by the Management Committee Association as agent for the Unit Owners. The Management Committee shall have, and is hereby granted, the following authority and powers:

(1) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Unit must be repaired;

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

(3) 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;

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

(5) 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;

(6) The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent;

(7) The power to sue and be sued.

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

(9) The power and authority to borrow money, provided that no indebtedness for borrowed funds shall exceed in the aggregate at any given time the sum of \$5,000.00 without the prior vote or approval of the Association at a meeting duly called and convened at which a quorum is present.

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

(11) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Management Committee. The Committee shall be composed of three (3) members. At the first regular Association meeting three (3) Committee members shall be elected for three-year terms. At each annual Association meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At the annual meeting, only a Unit Owner may vote in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his or her twelve-month period shall automatically forfeit his or her seat. In such an instance, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless a member forfeits or otherwise loses his or her seat as herein provided, a member shall serve on the Committee until his successor is elected. Committee members shall be reimbursed for all expense reasonably incurred in connection with Committee business.

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

(d) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

(e) Name. The Management Committee shall be known as Twin Pines Management Committee.

(f) **Manager.** The Committee may carry out through a Professional Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the project which may be entered into by the Management Committee or the Association shall call for a term not exceeding one (1) year renewable by agreement of the parties for successive one-year periods, and shall provide that such management agreement may be terminated with or without cause by either party upon not more than thirty (30) days written notice, and without any payment of a termination fee.

12. **Easements.**

(a) Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, movement or shifting of any part of the building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

(c) 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 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. 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 instance of the

Committee or of Unit Owners 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.

(d) 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.

13. Change in Ownership. The Management Committee shall maintain up-to-date records showing the name of each person who is an Owner or temporary renter, the address of such person, and the Unit which is owned or rented by him. In the event of any transfer of a fee which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Cache County, Utah. The Management Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Cache County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Management Committee is otherwise advised in writing.

14. Assessments. Every Unit Owner shall pay his proportionate share of the Common Expenses. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration or the Bylaws. There shall be a lien for nonpayment of Common Expenses as provided by the Act. Assessment of Common Expenses shall commence no later than sixty (60) days after the first Unit is conveyed.

No assessment for a single improvement in the nature of a capital expenditure which exceeds the sum of \$5,000 shall be made without the same having been first voted on and approved by at least a majority of the Project's undivided ownership interest.

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

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

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

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

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Cache 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), as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any regarding the extent of damage to or destruction of Project improvements shall be made by an MAI appraiser selected by the Management Committee who shall determine the figure representing the percentage of project improvements which have been destroyed or substantially damaged.

16. **Taxes.** It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium Unit.

17. Insurance.

(a) Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

(1) A multi-peril type "master" or "blanket" policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent, a "Special Condominium Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent.

(2) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

(3) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards, as defined by the Federal Emergency Management Agency, and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "master" or "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of (i) the maximum amount of insurance available under said Act of (ii) one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(4) The named insured under each policy required to be maintained by the foregoing items (1) and (2) shall be in form and substance essentially as follows: "Twin Pines Homeowners Association, or its authorized representative, for the use and benefit of the individual Owners."

(5) Each such policy shall include the standard mortgage clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Eligible Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or Cancellation of the policy.

(6) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(b) Fidelity Insurance. The Management Committee or Association shall at all times maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of manager), trustees, employees, officers, Committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred fifty percent (150%) of the estimated annual operating expenses of the Project including reserve funds, unless a greater amount is required by a majority of the Mortgagees or their designees. Such fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Eligible Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(c) Liability Insurance. The Management Committee or association of Unit Owners shall at all times maintain in force a Comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as customarily are covered with respect to

condominium projects similar to the Project in construction, location and use. The limit of liability under such insurance shall not be less than \$1,000,000 for all claims for personal injury and/or property damage arising out of a single occurrence.

(d) General Requirements Concerning Insurance. Each insurance policy or fidelity bond maintained pursuant to the foregoing Sections 17(a) through 17(c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class IX or better. No such policy or fidelity bond shall be maintained where: (1) under the terms of the carrier's charter, bylaws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; (2) by the terms of the carrier's charter, bylaws, bond or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right to subrogation it might have as to any and all claims against the Association, the Management Committee, and Unit Owner, and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 18(a) through 18(c) hereof cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist, however the Association shall not self insure.

(e) Additional Provisions. The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use.

(2) The Committee shall have authority to adjust losses.

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

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

(5) 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.

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

18. Payment of Common Expenses.

(a) On the 1st of each month, each Unit Owner shall pay the Management Committee his allocated portion of the Common Expenses deemed necessary by the Management Committee to manage and operate the Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. Each installment shall be due on or before the first day of each month. If the Unit Owner shall fail to pay any installment within five (5) days of the time when the same becomes due, the Owner shall pay a fifteen dollar (\$15.00) late fee and shall pay interest on the installment at the rate of eighteen percent (18%) per annum from the date when such installment shall become due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses.

(b) The Common Expenses above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate

sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, and the care of the grounds, repairs, and renovations to Common areas and Facilities, (other than services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Project. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

(c) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such Common Expenses for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. Such 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 Management Committee.

(d) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating 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 Management Committee within the bounds of the Act and this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall as against the Owner be deemed necessary and properly made for such purpose.

(e) If an Owner shall at any time let or sublet his Unit for a one (1) year limit and shall default for a period of one month in the payment of any assessments, the

Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

(f) Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at eighteen percent (18%) per annum plus late fees, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided by the Act. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

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

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

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

Subject to the provisions of this subparagraph, 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 or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

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

(i) In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the Condominium Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium Unit.

19. Eminent Domain. In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 57-8-32.5, Utah Code Annotated (1953), as amended from time to time, shall apply.

20. Maintenance.

(a) Each owner of a Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Association is protected by insurance against such injury, the unit Owner shall repair all injury or damages to the Unit or building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant, or any member of the Unit Owner's family or of the family of any tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work as determined and approved in writing by the Management Committee. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit, and the maintenance of limited common patio or balcony except the fences surrounding such areas. Without

the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit, carports or parking stalls, or in or to the exterior of the buildings, and shall not paint, decorate or plant any portion of the exterior of the Unit or of the building in which the Unit is located including any Limited Common area.

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

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

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

23. Obligation to Comply with Declaration, Bylaws, Articles, Rules and Regulations. Each Unit Owner or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, all

agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

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

25. Amendment. In addition to the amendment provisions contained in Section 6 above, but subject to the terms of Section 20, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Committee shall certify that the vote or consent required by this Section has occurred. No amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant (in his capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

26. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least such stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

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

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

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

27. Limitation on Improvements by Association. Until the Occurrence described in Section 28, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

28. Completion Obligation. Declarant hereby covenants in favor of each Owner that within two (2) years from date of contract of sale:

(a) The Unit which such Owner has contracted to purchase, the building within which such Unit is contained or is to be contained, and each Limited Common Area appurtenant to such Unit shall be fully constructed and ready for use or occupancy (as the case may be); and

(b) There shall be substantially completed and usable as part of the Common Areas all planned landscaping, sidewalks, parking facilities, roads, fences, outdoor lighting, and utility lines and conduits adjacent to the Unit concerned and necessary for its use.

29. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

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

31. Lease of Units. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his unit

for transient or hotel purposes which means the initial term of any lease shall be at least six (6) months and no more than twelve (12) months unless written approval is granted by the Management Committee. No Unit Owner may lease less than the entire unit except a carport may be leased to another Unit Owner. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Bylaws attached as Exhibit "D", 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 required to be in writing and a copy of such lease shall be delivered to the Management Committee five (5) days prior to occupancy by the tenant. The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit. In the event of a lease of a Unit, only the tenant and not the Unit Owner shall have the right to the use of the Common Areas and Facilities while the Unit is leased.

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

Unit _____ in Building _____ as shown in the Record of Survey Map for _____ a Condominium Project appearing in the Records of the County Recorder of Cache County, Utah, in Book _____, Page _____ of Plats, and as defined and described in the Declaration of Condominium, appearing in such records in Book _____, Page _____ of Records.

This conveyance is subject to the provisions of the aforesaid Declaration of Condominium.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas, and to incorporate all the rights incident to Ownership of a Unit and all the limitations on such ownership as described in this Declaration.

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

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

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

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

38. Ratification: Except as specifically amended, the Declaration of Covenants, Conditions & Restrictions and Bylaws of Twin Pines, a Condominium Project, as it appears on record under Entry No. 373769, in Book 156, at Pages 443 - 448, in the Recorder's Office of Cache County, State of Utah, as ratified and reaffirmed. The foregoing First Amendment to the Declaration of Covenants, Conditions & Restrictions was adopted by the undersigned and duly called meeting on this 11th day of February, 1997.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 16th day of May, 1997.

ATTEST:



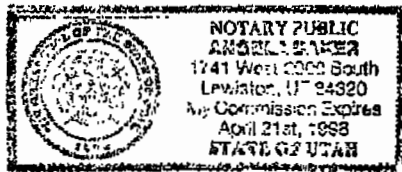
President



Secretary

STATE OF UTAH)
 : ss
County of Cache)

On the 16th day of May, 1997, personally appeared before me DONNA HAILSTONE and GLENDA COLE, who being by me duly sworn, did say that they are the President and Secretary respectively of TWIN PINES MANAGEMENT COMMITTEE, and the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and they duly acknowledged to me that said corporation executed the same.



Angela Spencer

NOTARY PUBLIC
Residing at: Lewiston, UT

My Commission Expires: 4/21/98

EXHIBIT A

Part of Lots 1 and 2, Block 17, Plat "A" Logan City Survey, Described as follows:
BEGINNING at a point 237.7 feet West of the Southeast corner of said Lot 1 and
running thence West 63.2 feet, thence North 297 feet to the center line of said Block
17, thence East along said center line 167.6 feet, thence South 132 feet, thence West
104.4 feet, thence South 165 feet to the point of beginning.

After Recording Please Return To:
MALOUF LAW OFFICES
150 East 200 North #D
Logan, Utah 84321

ENT 731464 Bk 927 Pg 696
DATE 14-JAN-2000 4:49PM FEE 29.00
MICHAEL L GLEED, RECORDER - FILED BY KM
CACHE COUNTY, UTAH
For MALOUF LAW OFFICES

SECOND AMENDMENT
to
THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
of
TWIN PINES
a Condominium Project

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was previously filed for record on July 3, 1973 under Entry #373769 at Book 156, Page 443 in the Office of the Recorder of Cache County, Utah for Twin Pines, a condominium project pertaining to and concerning the following described real property in Cache County, Utah:

Part of Lots 1 and 2, Block 17, Plat "A" Logan City Survey, Described as follows: BEGINNING at a point 237.7 feet West of the Southeast corner of said Lot 1 and running thence West 63.2 feet, thence North 297 feet to the center line of said Block 17, thence East along said center line 167.6 feet, thence South 132 feet, thence West 104.4 feet, thence South 165 feet to the point of beginning and (the "Original Declaration);

WHEREAS, a First Amendment to the Declaration of Covenants, Conditions & Restrictions of Twin Pines, a condominium project, was also filed for record on February 11, 1998 under Entry #676490 at Book 790, Page 1043 in the Office of the Recorder of Cache County, Utah (the "First Amendment"); and

WHEREAS, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Twin Pines, a condominium project, has also been prepared and approved by the affirmative vote or approval of the Owners of not less than sixty seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies and said Owners of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies have and do hereby waive written notice and attendance of a special meeting of the Owners to consider and approve this Second Amendment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Management Committee of Twin Pines, a Condominium Project, to record and place of record this Second Amendment to the Declaration of Covenants & Restrictions duly adopted and approved by the Owners of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies as follows:

The undersigned Declarant hereby makes the following Declaration containing and amending certain covenants, conditions and restrictions relating to this Condominium which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Paragraph 2. Definitions, Subsection (b) providing a definition for "Adult" is hereby deleted in its entirety.

2. Paragraph 6. Statement of Purpose and Restriction on Use.

Subparagraph (a) is amended and restated as follows:

(a) Purpose. The purpose of the Condominium Project is to provide residential housing and parking space for single family Unit Owners and guests, all in accordance with the provisions of the Act.

Subparagraph (b) (1) is amended and restated as follows:

(1) Each of the units shall be occupied by the single family Unit Owner, his family, servants or guests as a private residence and for no other purpose, rentals are strictly limited to one year.

3. Paragraph 7. Person to Receive Service of Process is amended and restated as follows:

7. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is David L. Cooley, whose address is 150 East 200 North #D, Logan, Utah 84321. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

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

5. Topical Headings. The topical headings contained in this Second Amendment are for convenience only and do not define, limit or construe the contents of the Original Declaration, the First Amendment or this Second Amendment.

6. Effective Date. This Second Amendment shall take effect upon recording.

7. Ratification: Except as specifically amended and restated, the Original Declaration as it appears on record under Entry No. 373769, in Book 156, at Page 443, and the First Amendment as it appears on record under Entry No. 676490, in Book 790, Page 1043, all in the Recorder's Office of Cache County, State of Utah, are hereby ratified and reaffirmed.

8. Counterparts. This Second Addendum may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Second Amendment by signing any such counterpart.

9. Management Committee Certification. The undersigned, being all of the duly elected and serving Twin Pines Management Committee members, do hereby certify the foregoing Second Amendment to the Declaration of Covenants, Conditions & Restrictions was

adopted and approved by Owners of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies and by their signatures on the attached attestation do consent to and hereby waive written notice and attendance at a special meeting of the Owners to consider and approve this Second Amendment.

[Signature]
JAN BAKKER
Mngt. Committee Member

[Signature]
COLBY HACKBARTH
Mngt. Committee Member

[Signature]
CHRISTINE RAWLINGS
Mngt. Committee Member

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 23rd day of July, 1999.

ATTEST:

* *[Signature]*
~~HAROLD HEATON~~ *VINCENT LAFFERTY*

[Signature]
JOYCE KALANQUIN

* ~~DAN CLARK~~

[Signature]
BARNEY RAWLINGS

[Signature]
DAVID KEMPE

[Signature]
COLBY HACKBARTH

[Signature]
JACK WILCOCK

[Signature]
BRIAN AUGER

~~KONDELIA KRISLOCK~~ ~~GERALD RYAN~~
[Signature]
LARZETTE HALE

~~DOYLE~~ ~~HELEN~~ ADAMS
[Signature]
MINA PETERSON

RICHARD BAKER

[Signature]
JAN BAKKER

JEAN SCHENK
[Signature]
MAR DAHLE

[Signature]
MARCELL TIBBITTS

[Signature]
GLENDA COLE

* *[Signature]*
~~CARRIE BENSON~~ *CARRIE CRABBS*

ARLEVA SECRIST

[Signature]
JIM HOFFMANN

ROBERT SCHOFIELD

[Signature]
MAX HAILSTONE

d:twiamen2.dbd

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150 East 200 North #D
Logan, Utah 84321

ENT 731464 Bk 927 Pg 696
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WHEREAS, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Twin Pines, a condominium project, has also been prepared and approved by the affirmative vote or approval of the Owners of not less than sixty seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies and said Owners of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies have and do hereby waive written notice and attendance of a special meeting of the Owners to consider and approve this Second Amendment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Management Committee of Twin Pines, a Condominium Project, to record and place of record this Second Amendment to the Declaration of Covenants & Restrictions duly adopted and approved by the Owners of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies as follows:

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adopted and approved by Owners of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities or their written proxies and by their signatures on the attached attestation do consent to and hereby waive written notice and attendance at a special meeting of the Owners to consider and approve this Second Amendment.

Jan Bakker
JAN BAKKER
Mngt. Committee Member

Colby Hackbath
COLBY HACKBARTH
Mngt. Committee Member

Christine Rawlings
CHRISTINE RAWLINGS
Mngt. Committee Member

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 23rd day of July, 1999.

ATTEST:

~~HAROLD HEATON~~ *Vincent J. Lafferty*
VINCENT LAFFERTY

Joyce Kalanquin
JOYCE KALANQUIN

~~DAN CLARK~~

Barney Rawlings
BARNEY RAWLINGS

David C. Kempe
DAVID KEMPE

Colby Hackbath
COLBY HACKBARTH

Jack A. Wilcock
JACK WILCOCK

Brian Auger
BRIAN AUGER

~~KONDELIA KRISLOCK GERALD RYAN~~

~~DOYLE ADAMS~~

Larzette G. Hale
LARZETTE HALE

Mina S. Peterson
MINA PETERSON

RICHARD BAKER

Jan Bakker
JAN BAKKER

JEAN SCHENK

Marcell Tibbitts
MARCELL TIBBITTS

Mar Dahle
MAR DAHLE

James Keaton
JAMES KEATON

Glenda Cole
GLENDA COLE

~~GARRIE BENSON~~ *Carrie Benson*
CARRIE BENSON

ARLEVA SECRIST

Jim Hoffmann
JIM HOFFMANN

ROBERT SCHOFIELD

Max Hailstone
MAX HAILSTONE

d:twiamen2.dbd