

2712706

Recorded JUN 2 1975 *806 am*
at WESTERN STATE TITLE CO.
Request of KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ *44.00* By *S. Brown* Deputy
REF. _____

CONDOMINIUM DECLARATION
FOR
THE HERITAGE SQUARE CONDOMINIUM

TABLE OF CONTENTS

Article I	Definitions	
	1. Definitions	2
	2. Unit	3
	3. Building	3
	4. Condominium Unit	3
	5. Owner	3
	6. General Common Elements	3
	7. Limited Common Elements	4
	8. Condominium Project	4
	9. Map	4
	10. Fractional Interest	4
	11. Common Expenses	4
	12. Association	5
	13. Managing Agent	5
Article II	Map	6
Article III	Division of Property into Condominium Units	7
Article IV	Limited Common Elements	7
Article V	Description of Condominium Units	8
Article VI	Duties of Association	8
Article VII	Lien for Nonpayment of Common Expenses	10
Article VIII	Owner's Personal Obligation for Payment of Assessments	12
Article IX	Joint Liability of Transferor and Transferee	13
Article X	Certificate of Assessments	13
Article XI	Mortgaging a Condominium Unit	14
Article XII	Foreclosure, Deeds, Etc.	15
Article XIII	Insurance	15
Article XIV	Association Attorney-In-Fact	17
Article XV	Disposition of Destroyed or Obsolete Unit	18
Article XVI	Easement for Minor Encroachments	24
Article XVII	Use and Occupancy Restrictions	26
Article XVIII	Partition Prohibited	28

Article XIX	Records of Receipts and Expenditures . .	28
Article XX	Revocation of or Amendment to Declaration	28
Article XXI	Agent for Service of Process	29
Article XXII	Severability	29
Article XXIII	Language Variation	30

CONDOMINIUM DECLARATION

FOR

THE HERITAGE SQUARE CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS THAT:

This declaration of covenants, conditions and restrictions hereinafter called "Declaration" is made and executed in Salt Lake County, State of Utah, this 29 day of May, 1975, by MARQUETTE, LTD., a Limited Partnership, organized and existing under the laws of the State of Utah, hereinafter called "Declarant" pursuant to the provisions of the Utah Condominium Ownership Act.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Salt Lake County, State of Utah, and more particularly described as follows:

BEGINNING at a point on the north right of way line of 3900 South Street, said point being N 89° 48' E 189.75 feet and N 0° 18' 43" E., 7.00 feet from the SW Corner of Lot 2, Block 23, Ten Acre "A", Big Field Survey, Salt Lake County, Utah, and running thence N 0° 18' 43" E 220.96 feet; thence N 89° 48' E 245.00 feet; thence S 0° 18' 43" W 220.96 feet to the north line of said 3900 South Street, thence S 89° 48' W along said north line 245.00 feet to the point of beginning.

WHEREAS, the Declarant is the owner of a professional office building and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises which property constitutes a condominium under the terms and provisions of the Utah Condominium Ownership Act (Article 57, Chapter 8, Utah Code Annotated, 1953, as amended), and it is the desire and intention of

the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by filing this Declaration and a map of the aforesaid property to submit the above-described property and professional office building and other improvements constructed thereon together with all appurtenances thereto to the provisions of the aforesaid act as a condominium project, and to impose upon said property mutually beneficial restrictions under the general plan of improvement for the benefit of all said condominiums and the owners thereof.

NOW, THEREFORE, the Declarant does hereby publish and declare that all of its property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their guarantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

Definitions

1. All applicable portions of the definitions as contained

in the Utah Code Annotated, 1953, Chapter 57-8-3, as amended shall apply to this Declaration and the property except as particularly modified or changed by individual definitions hereinafter contained.

2. "Unit" means the air space which is contained within the unfinished perimeter walls, floors and ceilings of each unit of a building as shown on the Condominium Map of the property, to be recorded, together with all improvements and fixtures within said air space except bearing walls, pillars, and utilities passing through said condominium unit to serve adjacent condominium units, and except beams and portions of the buildings forming essential supports and essential structural parts.

3. "Building" means a single building containing units as shown on the Map.

4. "Condominium Unit" means the fee simple interest and title in and to a unit, together with the undivided interest in the general common elements and the rights to such limited common elements as are appurtenant thereto.

5. "Owner" shall mean and refer to the recorded owner whether one or more persons or entities of a fee simple title to any condominium which is a part of the properties, including contract sellers or contract purchasers if so determined by written contract between seller and purchaser, but excluding those having such interest merely as security for the performance of an obligation.

6. "General Common Elements" means and includes the land described above, the structural components of the buildings, and parking spaces; such improvements, buildings, or areas as provided for community, recreational, utility or for common use; and all

other parts of such land and improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in common use, including the air space above such land, all of which shall be owned as tenants in common by the owners of the separate units, each owner of a unit having an undivided percentage or fractional interest in the general common elements, as provided hereinafter.

7. "Limited Common Elements" means those parts of the general common elements which are either limited to and reserved for the exclusive use of the owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners.

8. "Condominium Project" means all of the land and improvements initially submitted by this Declaration.

9. "Map," "Record of Survey Map" or "Condominium Map" means a plat consisting of three pages, showing a survey of the property and of all units on the property submitted by this Declaration which consists of a three-dimensional, horizontal and vertical delineation of all such units.

10. "Fractional Interest" means the proportionate interest of each condominium unit owner's undivided interest in common elements to all such interests.

11. "Common Expenses" means the expenses of administration; of repair and maintenance of common elements and buildings, including, but not limited to, caring for the grounds, recreational facilities, roofs, walls and supports of buildings, and parking lot; reserve for repair, maintenance, taxes and other charges including

fire and other hazard insurance premiums, and a liability insurance policy which policy, in addition to public liability, shall cover repair and construction work to all of the assets and property owned or to be maintained by the Association. Such common expenses shall be paid in amounts and at times determined reasonable and necessary by the Association for the best good and convenience of all condominium unit owners.

12. "Association" means an association of unit owners bearing the name of this condominium project, formed for the purpose of managing, maintaining, repairing and administering the property and all buildings and improvements and common elements on a part of the property; of assessing, collecting and applying common expenses, for enforcing this Declaration, for acting as attorney-in-fact or trustee for condominium unit owners as hereafter set forth, and generally for administering the property. Its only members shall be owners of a condominium units; provided, however, that the rights of membership may be assigned to the holder of a mortgage, deed of trust or other security instrument on a condominium unit as further security for a loan secured by a lien on such condominium unit. A person who, for any reason, ceases to be such owner shall cease to be such member, which membership provisions shall be included in the Association's By-Laws.

13. "Managing Agent" means an independent individual, firm, partnership or corporation authorized to do business in the State of Utah, employed by the Association, to administer and operate the property and to carry out such other duties as the Association may direct, in furtherance of its purposes. Wherever in this Declaration

a duty is imposed upon, or a right or privilege is reserved, to the Association, if such duty, right or privilege is delegated by the Association to the Managing Agent, the latter shall thereupon be deemed to have assumed such duty and shall be entitled to exercise such right or privilege.

ARTICLE II

Map

Simultaneously with the recording of the Declaration, there shall be recorded a "Record of Survey Map" herein referred to as "the Map" or "Maps" in the office of the County Recorder, Salt Lake County, Utah. The Map shall be made by a registered Utah land surveyor and shall depict and show the following: (1) a description of the surface of the land included within the project, including all angular and linear data along the exterior boundaries of the property; (2) the linear measurement and location, with references to the exterior boundaries of the buildings located on said property; and (3) diagrammatic floor plans of the buildings built thereon in sufficient detail to identify each unit, including its identifying number or symbol, the official datum elevations of the finished or unfinished interior surfaces of the floors and ceilings and the linear measurements of the finished or unfinished interior surfaces of the perimeter walls and lateral extensions of every unit in the building. Every unit shall be identified on the Record of Survey Map by a distinguishing number or other symbol. In interpreting the Condominium Map or any deed, the boundaries of each unit as constructed shall be conclusively presumed to be its actual

boundaries. Declarant reserves the right to amend the Map from time to time to conform to the actual physical location of the constructed improvements and to any changes, additions, modifications or alterations.

ARTICLE III

Division of Property Into Condominium Units

The improvements located on the subject property are hereby divided into seventeen (17) condominium units, each consisting of one unit and an undivided interest in and to the general common elements as shown on Exhibit "A". The limited common elements are hereby made appurtenant to specific units as set forth on the Map. Each condominium unit shall be identified on the Map by the number as shown on Exhibit "A".

The condominium units are located in a two-story building which has been constructed principally of reinforced concrete, wood, brick and glass. Eight (8) of the units are located on the lower level or ground floor and nine (9) units are located on the upper level or second story. Each unit contains the area set for in Exhibit "A". Each unit is designed to be used as a professional office.

ARTICLE IV

Limited Common Elements

The limited common elements so reserved shall be identified on the Map. The hallways which are located between the units shall, without further reference thereto, be used in connection with the units which adjoin it to the exclusion of the use thereof by the other owners of the general common elements, except by invitation. All of the owners of the condominium units in this condominium project shall have a non-exclusive right in common with all of the other owners to use of sidewalks, plaza, sauna, stairways, ramp and

balconies located within the condominium project. No reference thereto, whether such limited common elements are exclusive or non-exclusive, need be made in any deed, instrument of conveyance or other instrument.

ARTICLE V

Description of Condominium Units

Any option, contract, deed, lease, mortgage, deed of trust, will, or similar instrument, may legally describe a condominium unit by its identifying unit number and building letter or symbol, followed by the name of this condominium with further reference to the recorded Map thereof and the recorded Condominium Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect not only the unit but also the general common elements and the limited common elements appurtenant thereto. Each such description shall be construed to include a non-exclusive easement of ingress and egress to an owner's unit and use of the general common elements appurtenant thereto to the exclusion of all third parties not lawfully entitled to the use of the same.

Each unit, the appurtenant undivided interest in the general common elements, and the appurtenant limited common elements shall together comprise one condominium unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as a condominium unit.

ARTICLE VI

Duties of Association

The Association (or Managing Agent) shall have the duty of

determining by estimate or otherwise the amount of common expenses necessary to properly maintain, repair and administer the condominium property. At the time of the first conveyance of each condominium unit and from time to time thereafter, it shall notify the owner or owners of each condominium unit the amount of the estimated annual assessment and shall collect the fractional interest of one-twelfth (1/12) of the amount thereof from each owner or owners of a condominium unit each month, or a pro-rata proportion for a period beginning after the first day of a month. It shall establish and maintain a reserve of such funds for maintenance, repair, administration, payment of a manager, if necessary, payment of insurance premiums, and other matters deemed by the Association (or Managing Agent) appropriate for reserves. It shall have the duty of applying such funds to keep the condominium property well maintained and in a proper state of repair and cleanliness, and to keep all of the property properly insured as hereinafter provided.

Upon the initial conveyance of each condominium unit, the Association (or Managing Agent) shall give notice for separate tax assessment as provided by law so that each unit and the undivided interest in the general common elements appurtenant thereto shall be deemed a parcel and subject to separate assessment and taxation.

The common expenses shall include the insurance premium, administration and management expenses, costs of maintaining the building including the sauna and plaza, parking lot and all utilities and equipment used in connection with the maintenance of these items. Such costs for sewer and water mains, electrical lines and other matters serving common elements as contrasted with limited

common elements shall be charged to each owner on the basis of fractional interest. The amounts may be determined by estimate, and changed from time to time as actual bills or experience require. Each condominium unit owner shall pay for all repairs and utilities applicable to his individual condominium unit, directly and not through the Association.

ARTICLE VII

Lien for Nonpayment of Common Expenses

It shall be the duty of the owner of each condominium unit to pay his proportionate share of the expenses of administration, maintenance and repair of the common elements, taxes, insurance and fixed charges allocated or assessed to such unit and its corresponding condominium interest and any other expense set forth in Article VI above. Payment thereof shall be monthly or at such times as may be determined by the Managing Committee.

If any condominium unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the condominium interest of such owner as set forth in the deed of conveyance to him, together with his interest in common elements, and upon the recording of notice thereof by the Association (or Managing Agent) in the office of the Recorder of Deeds of the County in which the property is situated, such lien shall be constituted upon such unit owner's interest of condominium property prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes and special assessment liens on the

unit in favor of any assessing unit, and special district; and (b) encumbrances on the interest of the unit owner recorded prior to the date such notice is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

The Association (or Managing Agent) shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association (or Managing Agent) with another address, then such other address shall be used, and said Association (or Managing Agent) shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a condominium unit may pay any common expenses payable with respect to such unit, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other condominium unit owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage of real property. In any such foreclosure the owner shall be required to

pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The owner shall also be required to pay the Association all monthly assessments for the condominium unit during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association acting on behalf of the unit owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of non-payment of such defaulting owner's portion of the premium.

The Association (or Managing Agent), and its officers and Management Committee, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

ARTICLE VIII

Owner's Personal Obligation for Payment of Assessments

The amount of the common expenses assessed against each condominium unit shall be the personal and individual debt of the

owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit.

ARTICLE IX

Joint Liability of Transferor and Transferee

The grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; unless said liability is limited by the contents of a Certificate issued to the grantee under Article X below, or is avoided by the non-issuance of such Certificate within the ten day period as set forth in Article X below.

ARTICLE X

Certificate of Assessments

Upon payment of a reasonable fee not to exceed Ten (\$10.00) Dollars and upon the written request of any owner, mortgagee, prospective grantee or prospective mortgagee, of a condominium unit, the Association -- by its financial officer, (or the Managing Agent) shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject unit; the amount of the current monthly assessment and the date upon which such

assessment becomes due; and credit for advanced payments or for pre-paid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the unit conveyed be liable for, any unpaid assessment or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the condominium units by Declarant.

ARTICLE XI

Mortgaging a Condominium Unit

Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create junior mortgages on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other obligations created by this Declaration and by the By-Laws; and (2) that the mortgagee under any junior mortgage shall release, for the

purpose of restoration of any improvement upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

ARTICLE XII

Foreclosure, Deeds, Etc.

In the event any person shall acquire or be entitled to the insurance of a tax deed, public trustee's deed, sheriff's deed, commissioner's deed, etc., the interest so acquired shall be subject to all the provisions of this Declaration and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Condominium Map, the By-Laws of the Association or any restrictions or exceptions affecting such interest then in force.

ARTICLE XIII

Insurance

The Association, through its Management Committee (or the Managing Agent) shall have the authority to and shall obtain insurance for the condominium property on all buildings, common areas, etc., for liability and against loss or damage by fire and such other hazards as are generally covered in the area under standard extended coverage provisions for at least the full insurable replacement costs of the condominium buildings, common elements and units, and may include coverage against vandalism, etc. From time to time, and not less often than once every twelve months, the Association

(or the Managing Agent) shall cause to be made -- by a reputable real estate appraiser -- an estimate of the replacement costs of the condominium buildings, common elements, and units, and shall thereupon cause the insurance coverage to be raised or lowered accordingly. The insurance shall be carried with a domestic company having the highest rating, and shall be in blanket policy form naming the Association the insured, as attorney-in-fact (for the condominium unit owners), which policy or policies shall identify the interest of each condominium unit owner (owner's name, unit number, building symbol or designation, the appurtenant undivided interest in the general common elements), and which policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each first mortgagee, and that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice is first given to each owner and to each first mortgagee. The Association (or Managing Agent) shall furnish a certified copy of such blanket policy and the Certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or noncompliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured owners not

guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

A condominium unit owner may obtain whatever additional insurance he desires; it shall, however, be the individual responsibility of each owner to provide, as he sees fit, liability insurance, theft and other insurance covering personal property damage and loss, and payment for the premiums therefor and renewal thereof shall be the sole responsibility of such owner and not of the Association.

ARTICLE XIV

Association Attorney-In-Fact

This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver to itself or a third person any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction

BOOK 3875 PAGE 87

of the improvements as used in the succeeding paragraph means restoring the improvements to substantially the same condition in which it existed prior to the damage, with each condominium unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association as set forth in Article XV below.

Such power of attorney includes a power to subject a unit owner's condominium interest and/or percentage ownership to whatever rights are necessary (including entry of a unit in an emergency) to permit proper maintenance, repair and improvement to each and all condominium buildings and common areas by the Association or by the Managing Agent.

ARTICLE XV

Disposition of Destroyed or Obsolete Unit

A. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

B. If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is not more than (60%) percent of all of the condominium units (the whole property), not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using

the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as provided in Article VII. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association, as attorney-in-fact, pursuant to the provisions of this paragraph. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of eight (8%) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of taxes and special assessment liens in favor of any assessing entity and the customary expense of sale;
- (2) For payment of the balance of the lien of any first mortgage;

- (3) For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;
- (4) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

C. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and if such damage is more than sixty (60%) percent of all of the condominium units (the whole property), not including land, and if the owner representing an aggregate ownership interest of fifty-one (51%) percent, or more, of the general common elements do not voluntarily, within one-hundred (100) days thereafter, make provisions for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary or assistant secretary, the entire remaining premises shall be sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner's percentage interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate

account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount (of each) of such accounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgage against the condominium unit represented by such separate account. Each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as provided in subparagraph B(1) thru (5) of this Article.

D. If the owners representing an aggregate ownership interest of fifty-one (51%) percent, or more, of the general common elements adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan, but not sooner than thirty (30) days after written notice thereof. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration of improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as provided in Article VII.

In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notices, interest at the rate of ten (10%) percent per annum on the amount of the assessment and all reasonable attorney's fees. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph B(1) thru (5) of this Article.

E. The owners representing an aggregate ownership interest of eight (80%) percent, or more, of the general common elements may agree that the general common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan has the unanimous approval of all first mortgagees of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plan shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as common expenses; provided, however, that an owner not a party to such a plan for renewal or reconstruction may give written notice to the Association within fifteen (15) days after the date of adoption of such plan that such unit shall be purchased by the Association for the fair market value thereof. The Association shall then have thirty (30) days thereafter within which to cancel such plan. If such plan is not cancelled, the condominium unit of the requesting owner shall be

purchased according to the following procedures. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencement date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such a nomination, the appraiser nominated shall, within five (5) days after default by the other party, appoint and associate with him another appraiser. If the two designated or selected appraisers are unable to agree, they shall appoint another appraiser to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers, and from the names of the four appraisers so nominated, one shall be drawn by lot by any judge of any court of record in Utah, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two appraisers to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value, or in the case of their disagreement, then such decision of the umpire shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owner. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as

attorney-in-fact, shall disburse such proceeds for the same purposes and in the same order as is provided in subparagraph B(1) thru (5) of this Article, except as modified herein.

F. The owners representing an aggregate ownership interest of eight-five (85%) percent, or more, of the general common elements may agree that the condominium units are obsolete and that the same should be sold. Such plan must have the unanimous approval of every first mortgagee. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's President and secretary or assistant secretary, the entire premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common elements, and such apportioned proceeds shall be paid into separate accounts, each such account shall be in the name of the Association, and shall be further identified by the condominium unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from one account to another, for the same purposes and in the same order as provided in subparagraph B(1) thru (5) of this Article.

ARTICLE XVI

Easement for Minor Encroachments

The owners of the respective condominium units agree that if any portion of the common areas and facilities encroaches upon the

condominium units, or if any portion of a unit encroaches upon the general common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the owners of the condominium units therein agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist. None of such encroachments or easements shall be considered or determined to be encumbrances either on the general common elements or on the units.

There is hereby created a blanket easement upon, across, over and under the above-described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said condominium units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said premises except as initially programmed and approved by Declarant or thereafter approved by said Declarant or the Association's Management Committee. This easement shall in no way affect any other recorded easement on said premises.

An easement is also reserved in, on and over each condominium unit to permit the Association or its designees to effect any desired

or necessary maintenance or repairs to a building

ARTICLE XVII

Use and Occupancy Restrictions

A. The property is hereby restricted to a professional office building for office use and uses related to the convenience and enjoyment of such office used.

B. The owners of condominium units are hereby prohibited and restricted from using any land or air space outside the exterior building lines, except as may be allowed by the Association's Management Committee or as provided in this Declaration. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of condominium units and is necessary for the protection of said owners.

C. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common elements and all exteriors and roofs of the condominium units, including but not limited to, recreation and parking areas and walks, shall be taken by the Association.

D. The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and including, but not limited to the landscaping, parking areas, streets, roofs, common elements and exteriors of the building located upon the above-described property, and shall maintain and otherwise manage and be responsible for the rubbish removal of all areas within the above-described property.

E. Additional facilities may be constructed from time to time by the Association, provided that it shall first be authorized to do

so by the written consent of at least three-fourths (3/4) of the owners of condominium units in the project.

F. In the event any common element, building (exclusive of any party wall), or storage facility is damaged or destroyed through the negligent or culpable act of an owner or any of his guests, agents or members of his family, such owner does hereby irrevocably authorize the Association, its attorney-in-fact, as set forth in Article XIV above, to repair said damaged element, building, or storage facility and the Association shall so repair said damaged element, building or storage facility. The owner shall then repay the Association in the amount actually expended for said repairs, together with all other expenses reasonably and necessarily incurred by the Association in connection therewith. Each condominium unit owner further agrees that these charges for repairs, if not paid within ten (10) days after the completion of the work, shall become a lien upon said owner's condominium interest as set forth in Article VII above, and shall continue to be such lien until fully paid.

G. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

H. An owner shall maintain and keep in repair the interior of his own office, including the fixtures thereof. All fixtures and equipment installed within a condominium unit commencing at a point where the utility lines, pipes, wires, conduits or systems

(which for brevity are hereafter referred to as "utilities") enter the office unit shall be maintained and kept in repair by the owner thereof.

I. An owner shall not do any act or any work that will impair the structural soundness or integrity of the building or impair any easement.

ARTICLE XVIII

Partition Prohibited

No condominium unit owner shall bring any action for partition or division of his undivided interest in the land underlying the condominium unit or property or in any common element or condominium building in which he owns an undivided interest. Any covenant or agreement to the contrary shall be null and void.

ARTICLE XIX

Records of Receipts and Expenditures

The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other common expenses incurred. Such records and vouchers authorizing the payments shall be available for examination by the condominium unit owners and others with an interest such as encumbrancers or prospective lenders at convenient hours of weekdays.

ARTICLE XX

Revocation of or Amendment to Declaration

This Declaration shall not be revoked nor shall any of the

provisions herein be amended unless the owners representing an aggregate ownership interest of seventy-five (75%) percent, or more, of the general common elements, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instruments duly recorded; provided, however, that the percentage of the undivided interest in the general common elements appurtenant to each apartment unit, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.

ARTICLE XXI

Agent for Service of Process

Until such time as Declarant transfers the right and responsibility to elect a Management Committee to the owners as provided by the By-Laws, the name and address of the person in Salt Lake County, State of Utah appointed as the agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is:

Fred L. Morris
8443 Kings Hill Drive
Salt Lake City, Utah 84121

ARTICLE XXII

Severability

If any provisions in this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstance, is held invalid, the validity of the remainder of the

is a General Partner in MARQUETTE, LTD., a Limited Partnership, and that the foregoing instrument was signed in behalf of said Partnership by authority of all its General Partners, and said George C. Zatsis duly acknowledged to me that said Partnership executed the same.

Richard C. Cahoon
Notary Public
Residing at Beventful, Utah

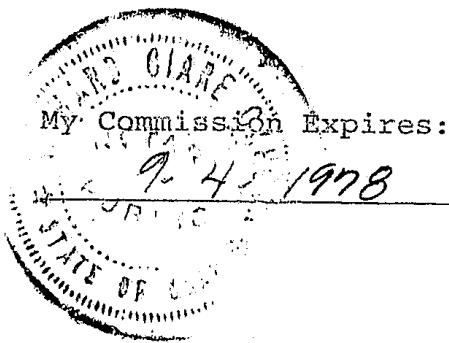


EXHIBIT "A"

<u>Lower Level Suite</u>	<u>Square Feet In Units</u>	<u>Fractional Interest In Common Area</u>
102	1123.88	.05774
104	1117.62	.05742
106	894.31	.04594
108	1350.47	.06938
110	1129.67	.05804
112	1131.76	.05814
114	1338.60	.06878
116	922.56	.04739
<u>Upper Level Suite</u>		
202	1295.96	.06658
204	1230.93	.06324
206	1233.84	.06339
208	1301.17	.06685
210	1284.08	.06597
212	1621.89	.08332
214	998.96	.05131
215	627.55	.03224
216	861.66	.04427