

RECORDED AT THE REQUEST OF  
VALLEY TITLE CO

38872

1983 DEC 22 AM 10:06

UTAH COUNTY RECORDS  
DEPT. OF PUBLIC SAFETY  
FR. 403  
VALLEY TITLE CO

WHEN RECORDED, MAIL TO:

Randal B. Gibb M.D.

39 Professional Way

Payson, Utah 84651

38872

Space Above for Recorder's Use

# SPECIAL WARRANTY DEED

[CORPORATE FORM]

Mesa Bonita Corporation, a corporation organized and existing under the laws of the State of Utah, with its principal office at Springville, of County of Utah, State of Utah, grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to RANDAL BOYD GIBB M. D. and DIANE F. GIBB, husband and wife,

of Woodland Hills, Utah grantee for the sum of Ten Dollars and no/100 and other good and valuable consideration DOLLARS the following described tract of land in Utah County, State of Utah:

All of Suite No. 1 of the Mesa Bonita planned unit development together with an undivided 1/4 interest in all of the commonly owned property RE: parking lot, landscaped areas, patios, and the entry atrium. As per that official plat recorded in the recorder's office of Utah County, Utah.

This conveyance is made subject to those restrictive covenants given on Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by reference.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 21<sup>st</sup> day of December, A. D. 1983

Attest:

[Signature]  
Secretary.

Mesa Bonita Corporation  
By [Signature]  
President.

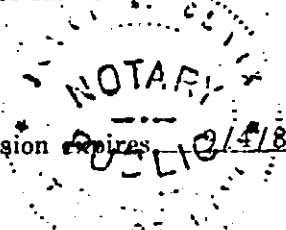
[CORPORATE SEAL]

STATE OF UTAH,

County of Utah

ss.

On the 21st day of December, A. D. 1983 personally appeared before me Robert L. Frazier and Jay B. Williams who being by me duly sworn did say, each for himself, that he, the said Robert L. Frazier is the president, and he, the said Jay B. Williams is the secretary of Mesa Bonita Corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Robert L. Frazier and Jay B. Williams each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



[Signature]  
Notary Public.

My commission expires 01/1/86

My residence is \_\_\_\_\_

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EXHIBIT "B"  
RESTRICTIVE COVENANTS TO DEED FROM  
MOUNTAIN VIEW HOSPITAL TO  
MESA BONITA CORP.

This conveyance is subject to such easements for sewer, water and utility lines as exist of record, and such restrictive covenants, applicable government regulations, planning and zoning ordinances relating to said property that affect its use, improvement, enjoyment and maintenance.

It is agreed that the use of the instant property is and shall be limited to the construction and maintenance of a medical office building for the care and treatment of human beings and parking facilities incidental thereto. Specifically excluded is a commercial laboratory and a commercial X-ray; however, this shall in no way restrict any occupant of the aforesaid office building from maintaining and performing his own individual laboratory and X-ray procedures for his patients. Commercial laboratory and commercial X-ray are defined for purposes of this Contract as including, but not limited to, any laboratory or X-ray work performed by an occupant of the building for any other occupant of the building, or for any third party.

The building to be constructed on the property, unless otherwise approved by Seller, will be used solely for offices of physicians who are members in good standing of the medical staff of HCA's or its subsidiary's nearby hospital and the employees of such physicians.

The above shall constitute covenants running with land and shall be binding until such time as HOSPITAL CORPORATION OF AMERICA or its subsidiary ceases to operate an acute care hospital adjacent to the property sold herein.

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UTAH TITLE & ABSTRACT CO.  
1983 JUN 20 PM 4: 04  
UTAH COUNTY RECORDS  
OFFICE  
SALT LAKE CITY, UTAH



ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every suite, subject to the following provisions:

the right of individual owners to the exclusive use of parking spaces as provided in this article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his staff and his patients.

Section 3. Parking Rights. Ownership of each suite shall entitle the owner or owners thereof to the use of not more than (as needed) automobile parking spaces, which shall be as near and convenient to said suite as reasonably possible, together with the right of ingress and egress in and upon said parking area.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Suite owned within the Properties, hereby covenants, and each owner of any Suite by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Suite to an Owner, the maximum annual assessment shall be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Suite.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the minimum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Suite to an Owner, the maximum annual assessment may be increased above 10% by a vote of three-fourths (3/4) of each member who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or upon the exterior of the properties, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes the members who are voting in person or by proxy at a meeting duly called for this purpose.

In its discretion the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association, in the following years, and maintained in a separate capital account until expenditure of such funds is appropriate.

The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year, the Association shall transfer such funds to the ownership of the Association before making the expenditure.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitle to cast seventy-five percent (75%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be subsequent. Meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Suites and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Suites on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendary year. The Board of Directors shall fix the amount of the annual assessment against each Suite at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Suite have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 9 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Suite.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Suite shall not affect the assessment lien. However, the sale or transfer of any Suite pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Suite from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IV

##### ARCHITECTURAL AND SITE LOCATION CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

#### ARTICLE V

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and management policies, and reservations, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Suite Owners,

and thereafter by an instrument signed by not less than fifty percent (50%) of the Suite Owners. Any amendment must also be approved by the city council, and must be recorded in the office of the County Recorder before such amendment shall become effective.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8 day of NOVEMBER, 1973.

RANDAL B. GIBB M.D.  
Declarant

  
BY:

38872

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