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Recorder, Salt Lake County, Utah
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DECLARATION

FOR

MURRAY COTTONWOOD MEDICAL CENTER CONDOMINIUM PROJECT NO. 1

THIS DECLARATION is made and executed this 3rd day of January, 1966, by MURRAY COTTONWOOD MEDICAL CENTER, INC., a Utah corporation, 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 situated in Salt Lake County, State of Utah, to-wit:

BEGINNING at a point which is East 956.11 feet and South 3751.47 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base & Meridian, said point of beginning also being South 87°19'09" East, 290.99 feet from the Salt Lake County Survey Monument at the intersection of 5900 South and State Street, running thence South 2°15'30" West, 249.16 feet; South 89°59'30" East, 370.79 feet; North 0°00'30" East, 194.0 feet; North 81°20' West, 365.16 feet to the point of beginning. TOGETHER with a non-exclusive right-of-way for vehicles and persons to gain access to the Condominium Project, as hereinafter defined, over and across the following described real property, to-wit: BEGINNING at a point 3 chains (198.0 feet) North and South 81°20' East, 1.15 feet and South 0°00'30" West, 30.35 feet, from the Northwest corner of the Southeast quarter of the Southwest quarter of Section 18, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 0°00'30" West, 194.0 feet; thence South 89°59'30" East, 25.0 feet; thence South 0°00'30" West, 17.14

feet; thence South 89°59'30" East, 25.0 feet; thence North 0°00'30" East, 203.53 feet; thence North 81°20' West, 50.58 feet to the point of beginning.

SUBJECT, however, to the right-of-way described in Exhibit "C" attached hereto and by reference made a part hereof.

WHEREAS, the aforesaid property consists or will consist of the land described above, together with two medical and dental buildings, which are to be constructed thereon, which buildings are to be constructed of concrete and brick construction in two levels, one of which levels is to be constructed either wholly or partially underground; and

WHEREAS, Declarant is in the process of constructing said medical and dental buildings and certain other improvements upon the aforesaid premises in accordance with the Record of Survey Map filed herewith, dated the 3rd day of January, 1966, consisting of one (1) sheet, prepared and certified to by Richard D. Lambert, a duly registered Utah Land Surveyor, which buildings, together with certain other medical and dental buildings which Declarant intends to construct upon property which it now owns or which may hereafter be acquired by it adjacent to the aforesaid property, and which Declarant intends to submit to the provisions of the Act as one or more Condominium Projects, are to be known as the Murray Cottonwood

Medical Center; and

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above described property and the said buildings and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act, as a Condominium Project to be known as the Murray Cottonwood Medical Center Condominium Project No. 1; and

WHEREAS, Declarant desires and intends to sell the fee title to the individual office units which are to be contained in said Condominium Project, together with the undivided ownership interests in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and observed.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property submitted to said Condominium Project shall hereafter be subject:

PART I: DEFINITIONS

A. The term "The Act" shall mean and refer to the Utah Condominium Ownership Act, as the same may be amended from time to time.

B. The term "The Condominium Project" shall mean and

refer to the above described tract of land, together with all improvements and appurtenances located and/or to be located thereon or belonging thereto, which land, improvements and appurtenances shall be known and identified as the Murray Cottonwood Medical Center Condominium Project No. 1.

C. The term "Record of Survey Map" shall mean and refer to that certain Record of Survey Map filed with this Declaration, dated the 3rd day of January, 1966, consisting of one (1) sheet, prepared by Richard D. Lambert, a duly registered Utah Land Surveyor.

D. The term "Common Areas and Facilities" shall mean and refer to:

- (1) the above described land;
- (2) those common areas and facilities specifically set forth and designated as such in the Record of Survey Map;
- (3) that part of the Condominium Project not specifically included within the respective Office Units, as hereinafter defined;
- (4) all foundations, columns, girders, beams, supports, main walls, roofs, stairs and stairways, designed and intended to be commonly used by more than one Unit Owner, parking areas, stalls and facilities, yards, gardens, fences, installations of central

services and in general all apparatus and installations included within the Condominium Project, existing for common use thereon, therein or in connection therewith which are or may be necessary or convenient to the existence, maintenance, safety and management of the Condominium Project; and

(5) all "Common Areas and Facilities" so defined in the Act, whether or not expressly listed herein.

E. The term "Murray Cottonwood Owners' Group No. 1" shall mean and refer to all of the Unit Owners of the Office Units to be located within the Condominium Project, including the original purchasers and others who may become Unit Owners in the future. It is expressly covenanted and agreed that the Murray Cottonwood Owners' Group No. 1 is not a corporation, but an unincorporated group of the Unit Owners bound together by this Declaration and such other agreements as they may make or enter into to accomplish the purposes and objectives contained herein.

F. The term "Office Unit" shall mean and refer to one of the office units to be contained within the Condominium Project comprising one of the respective parts of the Condominium Project which is designated as such on the Record of Survey Map and which is intended to be independently owned, encumbered

and/or conveyed, including the walls and partitions which are wholly contained within a designated Office Unit and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings. The paint or other finishing on the inside surfaces of perimeter walls (the four exterior and hallway walls of the Buildings), shall be deemed to be a part of the pertinent Office Unit, but all other portions of said perimeter walls should be deemed to be Common Areas and Facilities. Partition walls, i.e., walls common to two or more Office Units, shall be deemed to be part of the Office Units they separate, and each Office Unit shall be deemed to include as part thereof the entire area within and extending to the center of said partition walls. Should a Unit Owner own two or more adjoining Office Units, such Unit Owner shall be deemed to own (i) the entirety of the partition wall between the Office Units which he owns, and (ii) all of the pipes, wires, conduits, or other utility lines within such Office Units, if he or his predecessor in interest paid originally for the cost thereof. The term "Office Unit" shall not, however, be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding such Office Unit, except as shown otherwise on the Record of Survey Map, nor shall it be deemed to include pipes, wires, conduits or other public utility lines running through such Office Unit which are utilized for or serve more than one Office Unit.

G. The term "Unit Owner" shall mean and refer to the

legal owner of the Office Unit, contained within the Condominium Project, as herein defined, together with the undivided ownership interest in the Common Areas and Facilities appurtenant thereto as herein established.

H. The term "Common Expenses" shall mean and refer to all items, things, and sums described in the Act which may be lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Murray Cottonwood Medical Center Condominium Project No. 1 Operating Procedures and Rules and Regulations, hereinafter designated and referred to as the "Operating Procedures," a copy of which is attached hereto marked Exhibit "B" and by reference made a part hereof, and such other agreements and determinations lawfully made and/or entered into by the Murray Cottonwood Owners' Group No. 1 and/or the Management Committee provided for herein.

I. The term "Common Profits" shall mean and refer to the balance of all income, rents, profits and revenues remaining after deduction of common expenses and received by the Murray Cottonwood Owners' Group No. 1 or its agents or employees, including, but not restricted to, the Management Committee and the Manager.

J. The term "Management Committee" shall mean and refer to those persons duly elected to such status by the Murray Cottonwood Owners' Group No. 1, as provided by the Operating Procedures. Generally, it is the intention of

Declarant and the Murray Cottonwood Owners' Group No. 1 to vest the Management Committee with general authority to do everything reasonably necessary or desirable to manage the Condominium Project, including, but not restricted to, upkeep, maintenance, repair, making improvements, alterations and additions, maintaining an accounting of all income and expenses, paying expenses and charging the same to and collecting the same from Unit Owners, employing counsel, accountants, and employees and determining and paying their compensation, obtaining insurance, entering into employment contracts with a Manager and employees, and having all of the powers and authorities specified or implied in the Act to be vested in a Management Committee.

K. The term "Manager" shall mean and refer to the person, persons, corporation or institution selected by the Management Committee to manage the Condominium Project, who shall be subject to the control of the Management Committee. The duties, authority and compensation of the Manager shall be determined in the manner set forth in the Operating Procedures. It is contemplated that the Condominium Project and the Murray Cottonwood Medical Center, of which the Condominium Project will constitute a part, may be managed and operated by the same Manager, if agreed to by the parties affected thereby.

L. To the extent applicable to the tenor hereof

and not expressly inconsistent herewith, definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

PART II: COVENANTS AND UNDERSTANDINGS

A. Declarant hereby submits the above described property, buildings and other improvements constructed or to be constructed thereon, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project, to be known as the Murray Cottonwood Medical Center Condominium Project No. 1. It is the general purpose of Declarant and of the Unit Owners to have the Condominium Project operated and maintained under condominium ownership, as a first class medical and dental center where patients may be studied and treated by physicians, surgeons and dentists, and specialists in other related professions, specializing in various ailments and practicing as a group. This Declaration is submitted in accordance with the terms and provisions of the Act and shall be construed in accordance therewith.

B. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby submitted to the Condominium Project and shall be binding upon Declarant and its successors and assigns, and upon all subsequent owners of all or any part of the Condominium Project, and upon their grantees, successors, heirs, executors, administrators, devisees

and/or assigns.

C. To establish a plan of Condominium Ownership for the Condominium Project, the Condominium Project is hereby divided into the Office Units described in Exhibit "A" attached hereto and by reference made a part hereof, which Office Units, together with their appurtenant interests in the Common Areas and Facilities, as hereinafter established, shall constitute separate freehold estates for all purposes provided by the Act.

D. In the event any portion of the Common Areas and Facilities encroaches upon any of the Office 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 Office Units, and easements for such encroachments and for the maintenance of same, shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

E. The Common Areas and Facilities, as hereinabove defined, are hereby set aside for the use and benefit of the respective Unit Owners in accordance with and for all purposes provided by the Act.

F. Each Unit Owner shall own the percentage of undivided interest in the Common Areas and Facilities hereinafter set forth for such Unit Owner's respective Office Unit:

OFFICE UNIT NUMBER	APPROXIMATE NUMBER OF SQUARE FEET IN OFFICE UNIT	PERCENTAGE OF UNDIVIDED OWNERSHIP IN COMMON AREAS AND FACILITIES APPURTEN- ANT TO OFFICE UNIT
A-101	1,473.96	4.12
A-102	1,473.96	4.12
A-103	1,500.00	4.19
A-104	1,500.00	4.19
A-105	1,500.00	4.19
A-106	1,500.00	4.19
A-107	1,500.00	4.19
A-108	1,500.00	4.19
A-109	1,500.00	4.19
A-110	1,500.00	4.19
A-111	1,473.96	4.12
A-112	1,473.96	4.12
B-101	1,473.96	4.12
B-102	1,473.96	4.12
B-103	1,500.00	4.19
B-104	1,500.00	4.19
B-105	1,500.00	4.19
B-106	1,500.00	4.19
B-107	1,500.00	4.19
B-108	1,500.00	4.19
B-109	1,500.00	4.19
B-110	1,500.00	4.19
B-111	1,473.96	4.12
B-112	1,473.96	4.12

Of the total value of the entire Condominium Project, each of the above described Office Units represents that proportionate part thereof expressed above as the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Office Unit. Neither this provision nor any other provision contained in this Declaration is intended, however, to prevent a Unit Owner from transferring a part of his Office Unit, together with the proportionate part of the undivided interest in the Common Areas and Facilities which is appurtenant to the part of the Office Unit which is so conveyed.

G. The percentage of undivided ownership interest in the Common Areas and Facilities appurtenant to each Office Unit, as set forth in paragraph F above, shall be and remain appurtenant to such Office Unit from and after the filing of this Declaration and said proportionate interests may not thereafter be altered without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded in accordance with this Declaration and the provisions of the Act; provided, however, that the conveyance by a Unit Owner of a part only of his Office Unit, together with the proportionate part of his undivided interest in the Common Areas and Facilities which is appurtenant to the portion of his Office Unit so conveyed, shall not be deemed to constitute an alteration within the meaning of this paragraph. The percentages of undivided interests set forth above shall be appurtenant to the respective Office Units to

which they have been assigned and shall not, from and after the recording of this Declaration, be separated from such Office Units or be separately conveyed therefrom, and a proportionate part of each such undivided interest shall be deemed to be conveyed or encumbered with the proportionate part of the Office Unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the Office Unit itself, or portion thereof.

H. The Condominium Project, including the Common Areas and Facilities appurtenant thereto, shall be managed, operated and maintained by the Murray Cottonwood Owners' Group No. 1, or its designated agent, in accordance with the terms, conditions and provisions of:

- (1) the Act;
- (2) this Declaration;
- (3) the Operating Procedures; and
- (4) all other agreements and determinations lawfully made and/or entered into by the Murray Cottonwood Owners' Group No. 1 and/or the Management Committee respecting the Condominium Project.

I. All agreements and determinations respecting the Condominium Project lawfully made and/or entered into by the Murray Cottonwood Owners' Group No. 1 and the Management Committee, shall be binding upon all of the Unit Owners and upon their successors and assigns. So long as Declarant owns one or more of the Office Units, it shall be subject to the

provisions of this Declaration the same as any other Unit Owner, and Declarant hereby covenants and agrees that it will take no action which would adversely affect the rights of the other Unit Owners or of the Group with respect to assurances against latent defects in the property subject hereto or other rights assigned to such Owners or the Group by reason of the establishment of the Condominium Project.

J. Notwithstanding anything contained in this Declaration or in any of the Exhibits attached hereto which may be construed to the contrary, it is understood and agreed that each Unit Owner shall have and enjoy the rights and privileges of a fee simple owner of his Office Unit. There shall be no limitations with respect to who may own any Office Unit, and its appurtenant interest in the Common Areas and Facilities, it being intended that the Office Units may and shall be owned as any other property rights by members of the medical and/or dental professions, laymen, corporations, partnerships and trusts, either as tenants in common or in joint tenancy. Said interests and property rights may be freely alienated, conveyed, deeded and dealt with, subject only to the express understandings contained in the Act and in this Declaration, e.g. that the successors shall assume duties and obligations of the prior owners pertaining to common expenses, rules and regulations, and that the interests in the Common Areas and Facilities shall be and remain appurtenant to the respective Office Units. Further, the Unit Owners may lease or rent their

Office Units and appurtenant rights therein, subject to terms and conditions chosen solely by the Unit Owner and the Lessee, and they shall not be subject to any greater burdens or obligations in choosing tenants than are expressly stated herein, assuming such tenants meet the requirements of Section 8 of Article III of the Operating Procedures. Declarant agrees that it will not impose any more rigorous or burdensome standards or requirements for occupancy of the Office Units than those set forth in Section 8 referred to above. Specifically, no tenant shall be disapproved or rejected nor will any lease be refused merely on the grounds that the proposed tenant is or is not of a certain medical and/or dental speciality, or that another speciality may be desired by the Murray Cottonwood Owners' Group No. 1, Management Committee, or others, or because there are already medical and/or dental specialists of the same type in the Condominium Project. In other words, it is agreed that the right to lease and choose a tenant to whom to lease shall be the right of the Unit Owner who owns the Office Unit being leased, and such right shall not be abridged nor interfered with, except that in cases involving tenants other than medical doctors and/or dentists the specific provisions of Section 8 of Article III of the Operating Procedures will control.

In assessing Unit Owners or requiring them to pay for building improvements relating to the Condominium Project, following the execution of this Declaration, it is agreed that no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of Five Hundred Dollars (\$500.00)

in cost, shall be made without the same having been approved by a vote of Unit Owners owning seventy-five per cent (75%) or more of the undivided interest of the Condominium Project's Common Areas and Facilities. The foregoing sentence shall not apply in connection with replacement or reconstruction occasioned by fire or other damages.

Rents, issues and profits attributable to the rental of an Office Unit shall belong to the Unit Owner of each Office Unit and shall go directly to him; provided, that said rents, issues and profits shall be subject to legal remedies, as in the case of any other assets of a Unit Owner, to enforce his obligations as a Unit Owner.

Upon the death of any Unit Owner, the ownership of his Office Unit, and its appurtenant interest in the Common Areas and Facilities shall pass freely to his heirs or to the takers under his Will.

Whenever there is a change, for any reason, in the ownership of an Office Unit, or a part thereof, and its appurtenant interest in the Common Areas and Facilities, the Murray Cottonwood Owners' Group No. 1, the Management Committee or the Manager, may require as a condition to recognizing the new Unit Owner, or Owners, as such, that the new Unit Owner, or Owners, accomplish the following:

- (1) furnish evidence substantiating the new ownership, including copies of legal papers, documents or court proceedings; and

(2) sign an agreement accepting and agreeing to be bound by this Declaration, and the Operating Procedures, and any and all amendments thereto.

K. The Unit Owners shall have the right to amend this Declaration and/or the Record of Survey Map upon the approval and consent of Unit Owners representing not less than two-thirds (2/3) of the undivided interests in the Common Areas and Facilities, which approval and consent shall be by duly recorded instruments.

L. In the event the Condominium Project is destroyed or damaged to the extent of seventy-five per cent (75%) or less of the value thereof, the Management Committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such destruction or damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the Condominium Project is destroyed or damaged to the extent of more than seventy-five per cent (75%) of the value thereof, the Unit Owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless owners representing not less than seventy-five per cent (75%) of the undivided interests in the Common Areas and Facilities agree to the withdrawal of the Condominium

Project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition as they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, the Unit Owners shall contribute to such cost in relation to their percentage of undivided ownership in the Common Areas and Facilities.

M. The Management Committee shall insure that the Condominium Project is at all times covered by fire, liability and property insurance in the name or names of such person or persons and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. In addition, the individual Unit Owners will be and are hereby encouraged to carry adequate insurance coverage of their own on their respective Office Units and upon such items of personal property as may be located therein.

N. Each Unit Owner, tenant and occupant of an Office Unit shall comply with the provisions of the Act, this Declaration, the Operating Procedures and all agreements and determinations lawfully made or entered into by the Murray Cottonwood Owners' Group No. 1, and the Management Committee or Manager, when acting within their authority; and any failure to comply with any of the provisions of said Act, Declaration, Operating Procedures, agreements and/or determinations, or of any amend-

ments thereto, shall be grounds for an action by the Murray Cottonwood Owners' Group No. 1 or the Management Committee to recover any loss or damage resulting therefrom, or for injunctive relief.

O. It is the intent of the Declarant to hereby submit to the provisions of the Act all of its right, title and interest in and to the hereinabove described property and improvements.

P. It is acknowledged that the Condominium Project will have to be completed after the date of the filing of this Declaration. It is further acknowledged that one or more of the Unit Owners may desire, subsequent to the filing of this Declaration, to either enlarge an Office Unit owned by them, by acquiring additional floor space from another Unit Owner, or to convey or dispose of a portion of an Office Unit owned by them. Accordingly, it is hereby provided that notwithstanding any provision herein contained which may be construed to the contrary, a Unit Owner shall have the right to sell or convey to an interested purchaser any part of an Office Unit of which he is the legal owner; provided, however, that a portion of an Office Unit shall in no event be conveyed or transferred separately or apart from the percentage of undivided interest in the Common Areas and Facilities appurtenant thereto; and, provided further, that the Unit Owner effecting a sale or transfer of a portion only of an Office Unit shall bear the full cost of the preparation and filing of any and all instruments which

may reasonably be required in connection with such conveyance or transfer, including any Amended Declaration and/or Amended Record of Survey Map, if the same is or are for any reason necessary.

Q. It is acknowledged that certain of the Unit Owners may own two or more Office Units which they may desire to occupy and maintain as though said two or more Office Units comprised a single Office Unit, and that in connection therewith said two or more Office Units may be operated and maintained without provision having been made for a separate heating and air conditioning system, and/or for separate access to public utilities, for each of said two or more Office Units. It is acknowledged that two or more individual Office Units may be operated and maintained as a single Office Unit without provision having been made for a separate heating and air conditioning system, and/or for separate access to public utilities for each of such Office Units; provided, however, that before any one of such two Office Units may be independently occupied and maintained, provision shall first be made for such a heating system, and/or for access to such public utilities, as may be reasonably required in connection with the independent occupation and maintenance of such Office Units.

R. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act.

S. If any provision of this Declaration is determined to be invalid, the remaining provisions thereof shall remain in

full force and effect and shall not be affected thereby.

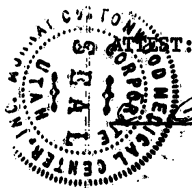
T. HOMER S. ELLSWORTH, whose address is 166 East 5900 South, Murray, Utah, is hereby designated as the person to receive service of process in connection with the Condominium Project for all purposes provided by the Act; provided, however, that the Management Committee shall have the right to appoint a successor or substitute process agent. Such a successor or substitute process agent shall be designated and appointed by duly executed instruments filed in the Office of the County Recorder of Salt Lake County, State of Utah, for attachment to this Declaration.

U. This Declaration shall take effect upon recording as provided by the Act.

MADE AND EXECUTED the day and year first above written.

MURRAY COTTONWOOD MEDICAL CENTER, INC.

By James T. Stephenson
Its President



E. B. Howell
Secretary

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

On this 3rd day of January, 1966, personally appeared before me JAMES T. STEPHENSON and E. B. HOWELL, who, being by me duly sworn, did say: That they are the President

and Secretary, respectively, of MURRAY COTTONWOOD MEDICAL CENTER, INC., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said JAMES T. STEPHENSON and E. B. HOWELL duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Ray S. Martineau
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

EXHIBIT "A"

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UNIT DESIGNATION	APPROXIMATE		APPROXIMATE NUMBER OF ROOMS	LOCATION OF UNIT WITHIN CONDOMINIUM PROJECT	GENERAL DESCRIPTION OF UNIT
	NUMBER OF SQUARE FEET	NUMBER OF ROOMS			
A-101	1,473.96		Presently Unfinished	Northwest Corner of Building "A"	Medical Unit
A-102	1,473.96		Presently Unfinished	Southwest Corner of Building "A"	Medical Unit
A-103	1,500.00		Presently Unfinished	Northwest Corner of Building "A"	Medical Unit
A-104	1,500.00		Presently Unfinished	Southwest Corner of Building "A"	Medical Unit
A-105	1,500.00		Presently Unfinished	North Center Side of Building "A"	Medical Unit
A-106	1,500.00		Presently Unfinished	South Center Side of Building "A"	Medical Unit
A-107	1,500.00		Presently Unfinished	North Center Side of Building "A"	Medical Unit
A-108	1,500.00		Presently Unfinished	South Center Side of Building "A"	Medical Unit
A-109	1,500.00		Presently Unfinished	Northeast Corner of Building "A"	Medical Unit
A-110	1,500.00		Presently Unfinished	Southwest Corner of Building "A"	Medical Unit
A-111	1,473.96		Presently Unfinished	Northeast Corner of Building "A"	Medical Unit
A-112	1,473.96		Presently Unfinished	Southeast Corner of Building "A"	Medical Unit
B-101	1,473.96		11	Northwest Corner of Building "B"	Medical Unit
B-102	1,473.96		13	Southwest Corner of Building "B"	Medical Unit
B-103	1,500.00		6	Northwest Corner of Building "B"	Medical Unit
B-104	1,500.00		14	Southwest Corner of Building "B"	Medical Unit
B-105	1,500.00		7	North Center Side of Building "B"	Medical Unit
B-106	1,500.00		6	South Center Side of Building "B"	Medical Unit
B-107	1,500.00		13	North Center Side of Building "B"	Medical Unit
B-108	1,500.00		9	South Center Side of Building "B"	Medical Unit
B-109	1,500.00		3	Northeast Corner of Building "B"	Drugstore
B-110	1,500.00		5	Southwest Corner of Building "B"	Medical Unit
B-111	1,473.96		11	Northeast Corner of Building "B"	Medical Unit
B-112	1,473.96		10	Southeast Corner of Building "B"	Medical Unit

EXHIBIT "B"

MURRAY COTTONWOOD MEDICAL CENTER CONDOMINIUM
PROJECT NO. 1 OPERATING PROCEDURES

AND

RULES AND REGULATIONS

WHEREAS, the undersigned, MURRAY COTTONWOOD MEDICAL CENTER, INC., a Utah corporation, intends to submit certain real property owned by it in Salt Lake County, State of Utah, together with certain improvements which it has constructed or intends to construct thereon, to the provisions of the Utah Condominium Ownership Act as a condominium project, to be known and identified as the MURRAY COTTONWOOD MEDICAL CENTER CONDOMINIUM PROJECT NO. 1, and

WHEREAS, pursuant to the provisions of the Utah Condominium Ownership Act, and the Declaration whereby said real property and improvements are to be submitted to the provisions of said Act, it is necessary that provision be made for the proper maintenance, control, operation and management of said Condominium Project by and through the Murray Cottonwood Owners' Group No. 1 which will be composed of the owners of the Office Units which are to be located in and constitute a part of said Condominium Project,

NOW, THEREFORE, for such purposes, the following Operating Procedures and Rules and Regulations are hereby established and adopted for the maintenance, control, operation and management of said Condominium Project.

I.

OFFICES

The principal office of the Murray Cottonwood Owners' Group No. 1, the Management Committee, and the Manager for the Murray Cottonwood Medical Center Condominium Project No. 1, hereinafter designated and referred to as "the Project," shall be in the City of Murray, in the County of Salt Lake, State of Utah.

II.

MEETING OF UNIT OWNERS

SECTION 1. Annual Meetings. The Annual Meeting of the Unit Owners of office units in the Project shall be held at 7:00 o'clock p.m., on the second Monday in January of each year at the Murray Cottonwood Medical Center in Murray, Utah, or at such other place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a Sunday or a legal holiday, the meeting shall be held on the next succeeding business day at the time specified above, and further provided, that the Management Committee may by resolution fix the date of the Annual Meeting on such other date or at such other place in Salt Lake County, State of Utah, as the Management Committee may deem appropriate. At such Annual Meetings the Unit Owners shall elect a Management Committee to be composed as provided in Section III hereof, to serve for the ensuing year and until their successors shall be

duly elected and qualified.

SECTION 2. Special Meetings. Special Meetings of the Unit Owners may be called by the President of the Murray Cottonwood Owners' Group No. 1, or by a written notice signed by a majority of the Management Committee, or by six (6), or more, Unit Owners.

SECTION 3. Calls and Notices. The calls and notices of all meetings of the Unit Owners shall conform to the provisions of Article IX hereof.

SECTION 4. Presiding Officer. The President, and, in his absence, a Vice President, shall preside at all meetings of Unit Owners.

SECTION 5. Voting. When a quorum, as provided in the Utah Condominium Ownership Act (hereinafter called the "Act"), is present at any meeting, the vote of Unit Owners representing at least fifty-one per cent (51%), or more, of the total square feet contained in Office Units having voting power, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Act, or of this instrument, a different vote is required, in which case such express provision shall govern and control the decision of such question. A Unit Owner shall have one vote for each square foot of floor space contained in the Office Unit owned by him. All votes may be

cast by the members either in person or by proxy. All proxies shall be in writing and shall be delivered to a Credentials Committee consisting of the President, Vice President and Secretary, at least three (3) days prior to the meeting to which they relate. If so instructed, the Secretary shall enter a record of such proxies in the minutes of the meeting.

SECTION 6. Recognizing Unit Owners. At all meetings of Unit Owners, only such persons shall be entitled to vote as may appear as Unit Owners upon the books of the Murray Cottonwood Owners' Group No. 1, on a day selected by the Management Committee which does not exceed thirty (30) days prior to the date of said meeting. Should a question arise concerning who is entitled to vote at a particular meeting based upon the required ownership of Office Units or interests in the Project, the President or other Chairman may require submission of ownership evidence and the question shall be resolved by the Credentials Committee.

SECTION 7. Quorum. At any meeting of the Unit Owners, the owners of more than fifty per cent (50%) in the aggregate of the total square feet contained in the Office Units of the Project having voting power shall constitute a quorum for any and all purposes, except where by express provision a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the Chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders

of the amount of interests requisite to constitute a quorum shall be present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

SECTION 8. Waiver of Objections. All infirmities and/or irregularities in calls, notices of meeting and in the matter of voting, form of proxies, credentials and method of ascertaining those present, shall be deemed waived if no objection is made at the meeting.

III.

MANAGEMENT COMMITTEE

SECTION 1. Name of Committee. The business and property of the Murray Cottonwood Owners' Group No. 1 relating to the Project shall be managed and governed by its Management Committee (hereinafter designated and referred to as the "Management Committee"). The Management Committee may, however, enter into such management agreement or agreements with a third person or with third persons or corporations as it may deem advisable.

SECTION 2. Election and Vacancies. At the first special meeting of the Unit Owners called for that and any other purposes, an election of the Management Committee shall be held for the election of five (5) members which shall constitute the Management Committee. One (1) of such members shall be elected to serve for a term consisting of the period from the date of election until the next Annual Meeting; one (1) of such members

shall be elected to serve for the period from the date of election until the date of the next Annual Meeting plus one (1) year; and the remaining three (3) of such members shall be chosen to serve for the period from the date of election to the date of the next Annual Meeting plus two (2) years. Care shall be exercised in specifying which members are elected to which of said terms. Thereafter, vacancies occurring by reason of normal expiration of terms of office shall be filled by vote of Unit Owners at the Annual Meetings. In the event of a vacancy or vacancies occurring as a result of death, resignation, disqualification or other causes except normal expiration of a term, the remaining members of the Management Committee shall elect a successor or successors whose term shall be equal to, but not exceed, the term of the person who died, resigned or was disqualified. A term of office of a member of the Management Committee shall continue beyond his normal term until his successor is duly elected and qualified, but he may be replaced by the election of a successor at any annual or special meeting of the Unit Owners, if his original term has expired.

SECTION 3. Regular Meetings. A regular Annual Meeting of the Management Committee shall be held immediately after the adjournment of each annual Unit Owners' meeting. Regular meetings, other than the Annual Meeting, shall be held at regular intervals at such places and at such times as either the President or the Management Committee may from time to time decide.

SECTION 4. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the President, the Vice President, or by three (3), or more, members. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place. Notice of all calls and meetings of the Management Committee may be waived by a written instrument signed by all of its members.

SECTION 5. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the Management Committee then in office.

SECTION 6. Special Committees. The Management Committee may, by resolution passed by a majority of the whole committee, designate one or more special committees, each special committee to consist of two (2), or more, of the Unit Owners of the Project, 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 resolution adopted by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the committee when required. The President 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.

SECTION 7. Members of the Management Committee's Compensation. Members of the Management Committee, as such, shall not receive any stated salary or compensation for their services as such; provided, however, that nothing herein contained shall be construed to preclude any Member of the Management Committee from serving the Project in any other capacity, e.g., as manager, and receiving compensation therefor.

SECTION 8. Committee on Acceptability of Tenants. The Management Committee shall designate a Committee on Acceptability of Tenants (hereinafter called the "Tenants' Committee"), which Committee shall in each case involving an applicant for occupancy of an Office Unit in the Project, determine whether such applicant possesses the standards and qualifications hereinafter provided for, for occupants of the Project. Said Tenants' Committee shall consist of three (3) members of the medical, dental, and related professions and each of said three (3) committee members shall be a Unit Owner. The Tenants' Committee shall have the duty to determine the existence of qualifications for occupancy by doctors and dentists based upon fixed, reasonable and unbiased standards of professional training and attainments as herein set forth. The Tenants' Committee will accept and approve tenants only who are at the time in question, in case of doctors and dentists, members in good standing of their professions, duly qualified to practice their professions in Salt Lake County, State of Utah, and have not

been determined or adjudicated by a duly and legally constituted body to be guilty of unethical practices, acts involving moral turpitude, or lack of moral character. In no event shall the Tenants' Committee refuse acceptance and approval on account of personalities, dislikes, grievances, personal jealousies, competition, or any other ground which would not constitute a violation of the standards of the Utah State Medical Association; likewise, no person shall be refused acceptance because of hospital affiliation or lack of affiliation with a hospital. It is the avowed purpose of the Project, in accordance with the existing Zoning Ordinances and the original objects of the members, to develop and maintain a fine Medical-Dental Center with occupants of high professional and moral attainment, and not to operate or maintain general office buildings. Although it is the general purpose to have the Project and the Murray Cottonwood Medical Center operate as a clinic, i.e. to provide the public with medical and dental treatment, diagnosis and care by various specialties, the Tenants' Committee shall not refuse to approve occupancy on the grounds that the specialty or field of an applicant or applicants, in the case of doctors and/or dentists, is or are already represented in the Project by more than one person. A situation will not be permitted or allowed where the Tenants' Committee can be used as a device for monopolistic practice in the Project. Jurisdiction and authority with respect to proposed tenants, other than doctors and dentists,

shall be vested exclusively in the Management Committee. The Management Committee may, upon the concurrence of a majority of its members, reject a proposed occupant, other than a doctor or dentist, for any reason which the Management Committee may, in its sole and absolute discretion, deem appropriate. In the event a majority of the members of the Management Committee do not reject a proposed tenant and give written notice of such rejection to the owner of the Office Unit which the proposed tenant is to occupy, within thirty (30) days from the receipt by the Management Committee of written notice of the proposed occupancy by the proposed tenant, the proposed tenant will be deemed to have been duly accepted by the Management Committee.

IV.

OFFICERS

SECTION 1. The Management Committee shall elect or appoint the officers of the Project. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the Annual Meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

SECTION 2. The Management Committee may appoint such other officers in addition to the officers hereinbelow expressly named, as they shall deem necessary, who shall have such authority to perform such duties as may be prescribed from time to time by the Management Committee or by the President.

SECTION 3. All officers and agents shall be subject to removal, with or without cause, at any time, by the affirmative vote of the majority of the then members of the Management Committee; provided, however, that tenure and removal of the Manager shall be as set forth in any valid contract covering his or its services.

V.

PRESIDENT

The President shall be the chief executive of the Project and of the Management Committee and shall exercise general supervision over the property and affairs of the Project. He shall sign on behalf of the Project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Management Committee may require of him. He shall receive no compensation for his services as President of the Project or for acting in that capacity. The President shall be invited to attend meetings of each special committee, and shall be in each case where he may desire such status, an ex officio member of each committee.

VI.

VICE PRESIDENT

In the event of the President's absence or inability to act, the Vice President shall have the powers of the President. He shall perform such other duties as the Management Committee

may direct. The Vice President shall receive no compensation for his services in such capacity.

VII.

SECRETARY

The Secretary shall keep the minutes of the Project, its stock books and such books and records as any resolution of the Management Committee may require him to keep. He shall be the custodian of the records of the Project, as are normally kept by a secretary. He shall perform such other services as the Management Committee may direct, but shall receive no compensation for his services in such capacity. An Assistant Secretary shall be elected who shall in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

VIII.

TREASURER

The Treasurer shall have the custody and control of the funds of the Project, subject to the action of the Management Committee, and shall, when requested by the President, report the state of finances of the Project at each Annual Meeting of the Unit Owners and at any meeting of the Management Committee. He shall perform such other services as the Management Committee may require of him but shall receive no compensation for his services in such capacity.

IX.

CALLS AND NOTICES OF MEETINGS

SECTION 1. At least ten (10) days (inclusive of the date of meeting) before the date of any meeting of the Unit Owners, the Secretary shall cause a written notice setting forth the time, place and general purpose of the meeting, to be delivered personally or deposited in the mail, with postage prepaid, addressed to each Unit Owner of record at his last post office address as it then appears on the books of the Project.

SECTION 2. Special meetings of the Management Committee may be called by the President (or in his absence the Vice President), or by a majority of the Management Committee, and notice of said meeting shall be given to each member of the Committee, orally or in writing, at least twenty-four (24) hours before the time fixed for the meeting, and such notice shall advise each member as to the time, place and general purpose of the meeting, and shall be delivered personally, or by telephone or telegram, or mailed, postage prepaid, to each member at his last post office address as it appears on the books of the Project. No notice need be given of regular meetings of the Management Committee. The members of the Management Committee may waive call and notice of the time, place and purpose of any meeting, by a writing signed by all of them before or at a meeting.

SECTION 3. Whenever all of the members shall meet in

person or by proxy, such meetings shall be valid for all purposes without call or notice or waiver of call and notice, and at such meetings any corporate action may be taken. Whenever all of the members meet, such meetings shall be valid for all purposes without call or notice, or waiver of call and notice.

X.

OFFICIAL NAME

The official name of the Project for all purposes, including any and all purposes required by law or used in connection with business matters shall be the "Murray Cottonwood Medical Center Condominium Project No. 1."

XI.

ANNUAL STATEMENT

The Management Committee shall present at each Annual Meeting, and when called for by a vote of the Unit Owners at any Special Meeting of the Unit Owners, a full and complete statement of the business and condition of the Project.

XII.

ACCOUNTING

Accounting for the Project shall be established and maintained in accordance with such accounting methods as may be determined by the Management Committee, in keeping with good and sound accounting practices and principles.

XIII.

BUILDING RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational procedures and rules and regulations as the Management Committee may deem necessary for the maintenance, operation, management and control of the Project, and the Management Committee may from time to time, by resolution, alter, amend, and repeal such procedures and rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and persons over whom they have or may exercise control and supervision, it being understood that such rules and regulations shall apply and be binding upon all Unit Owners of the Project. Provisions of the Utah Condominium Ownership Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

XIV.

AMENDMENTS

SECTION 1. The provisions of this instrument, to the extent legally permissible, may be altered, amended or repealed, at any regular meeting of the Unit Owners or at any Special Meeting of the Unit Owners at which a quorum is present or represented by a vote of Unit Owners, representing at least two-thirds (2/3) of the total square feet contained in Office Units,

having voting power and acting in person or represented by proxy; provided, however, that as a condition to any such alteration, amendment or repeal, written notice of the proposed alteration, amendment or repeal shall be given to all Unit Owners, at least fifteen (15) days in advance in the case of a regular meeting and in the written notice transmitted in the case of a special meeting, and provided further that no change of the time or place of the meeting for the election of the Management Committee shall be made within thirty (30) days next before the day on which such meeting is to be held, and that in case of any change of such time or place, notice thereof shall be given to each member in person or by letter mailed to his last known post office address at least ten (10) days before the meeting is held.

XV.

OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Management Committee, as agent for the Unit Owners, shall be responsible for the maintenance, control, operation and management of the Project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration whereby the Project is established and submitted to the provisions of said Act, this instrument and such other rules and regulations as the Murray Cottonwood Medical Center Owners' Group No. 1 may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Owners'

Group. The Project shall provide water for the entire Project and such custodial services as may be reasonably required for the proper and necessary use and maintenance of the Common Areas and Facilities of the Project. The Project, unless otherwise determined by the Murray Cottonwood Owners' Group No. 1, as above provided, shall also provide such general repair and maintenance services as may be reasonably required for the proper and necessary care, maintenance and repair of said Common Areas and Facilities. Neither the Murray Cottonwood Owners' Group No. 1 as a whole nor the Unit Owners individually shall be liable, however, with respect to any costs, expenses or obligations which may be incurred or paid by an individual Owner with respect to the care and maintenance of his individual Office Unit.

XVI.

PAYMENT OF EXPENSES

SECTION 1. Upon the execution and recordation of this instrument and the Declaration creating the Project, each owner of a completed Office Unit in the Project will prepay to the Management Committee or Manager a sum equal to Twenty-Five Dollars (\$25.00) per Office Unit. In the case of Office Units which may be completed after the execution and recordation of this instrument and said Declaration the owners of such Office Units shall upon their completion prepay to the Management Committee or Manager a sum equal to the

sum which they would have been required to pay under this Section had said Office Units been completed at the time of the execution and recordation of this instrument and said Declaration. The term "completed" as used in this Article shall mean and refer to the time when a particular Office Unit has been constructed and made ready for occupancy. The amount so paid shall be used by the Manager for the purpose of establishing a general operating reserve fund for use in connection with the management and operation of the Project. The amount of such fund may be increased or decreased by the Management Committee from time to time as it may deem advisable.

SECTION 2. All costs and expenses incurred by the Management Committee and Manager, as agent for the Unit Owners in connection with the maintenance, control, operation and management of the Project, shall be paid and discharged by the Management Committee and Manager from the general operating reserve fund as the same shall become due and payable. Each Unit Owner shall in turn pay the Management Committee or Manager for his share of said costs and expenses on the basis of such owner's proportionate interest in the Project's Common Areas and Facilities. Such payments by owners shall be made every two (2) months, or at such other intervals as the Management Committee shall from time to time adopt, and shall be payable on such dates and in such amounts as the Management Committee shall determine; provided, however, that the total amount of all payments required to be paid by any owner during any given year shall not, except as hereinafter

provided in Section 3 of this Article XVI, exceed such owner's proportionate part of the total costs and expenses for which the Management Committee is reimbursed during such year. It is contemplated that the Office Units which are to be located in Building "B" of the Project will not be completed by the undersigned until after this instrument and said Declaration have been executed and recorded. In the event any of the Office Units which are to be included in the Project have not been completed prior to the execution and recordation of this instrument and said Declaration, there shall be no expense incurred nor any charge made by the Management Committee or Manager for the maintenance, control, operation and management of the same, and the undersigned shall be and remain obligated to pay all expenses which might be incurred or become owing relating to any uncompleted portion of the Project. Upon the completion of any such Office Units, however, the undersigned shall give the Management Committee written notice thereof, whereupon such Office Units shall become a part of the Project, for all purposes, and the owners of such Office Units shall thereupon have all of the rights and be subject to all of the obligations provided for in the Act, said Declaration, this instrument and any and all other agreements and determinations lawfully and properly made and entered into thereunder and/or in connection therewith.

SECTION 3. Charges for water, and for custodial services used in connection with the use and maintenance of the

Common Areas and Facilities, shall be on the basis of ownership interest in the Project's Common Areas and Facilities; provided, however, that the Management Committee may, if it believes that use thereof is disproportionate to such pro rata basis, adopt a means of allocating the cost and expense of such water and/or service on the basis of actual use.

SECTION 4. In the case of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Office Unit which is subject to foreclosure during the foreclosure proceedings and until the expiration of the period of redemption and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental without regard to the value of the mortgage security.

XVII.

TAXES AND INSURANCE

SECTION 1. It is acknowledged that under the Utah Condominium Ownership Act each Office Unit, and its percentage of undivided interest in the Common Areas and Facilities in 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 Unit Owner will, therefore, pay and discharge any and all taxes which may be assessed against his Office Unit and its percentage of undivided interest in the Common Areas and Facilities and/or against any items of personal property located thereon or therein.

SECTION 2. The Management Committee shall secure and maintain the following insurance coverage on the Project:

(a) FIRE AND EXTENDED COVERAGE. The Management Committee shall secure and at all times maintain, in its own name, a policy of Fire and Extended Coverage Insurance on the Project in the sum of not less than One Hundred Seventy-Eight Thousand Dollars (\$ 178,000.00) initially, and in such greater or lesser sum thereafter as the Management Committee may from time to time determine to be necessary, proper and adequate. As between Unit Owners, participation in any proceeds realized from said insurance policy will be on the basis of any damage sustained. In the event such Unit Owners cannot agree on the amount of damage sustained by each, the decision of the Management Committee respecting the appraisal of such damage shall be conclusive. Each Unit Owner shall be responsible for securing and maintaining insurance coverage on any items of personal property which he may have in or on his particular Office Unit;

(b) PUBLIC LIABILITY COVERAGE. The Management Committee shall secure and at all times maintain, in the Unit Owners' names, a policy of Comprehensive General Liability Insurance with the following minimum coverage limits:

\$500,000.00	Bodily Injury
\$500,000.00	Property Damage

said minimum coverage limits may be increased by the Management Committee from time to time as it may deem to be in the interest of the Unit Owners.

It is intended that the insurance policies herein provided for shall include coverage for any act or omission of the Project, the Management Committee, the Manager, the Unit Owners and/or their agents and employees, or of the tenants, lessees and occupants of any Office Unit in the Project, respecting the ordinary and anticipated use, occupancy, operation and/or maintenance of the Project. It is not intended, however, that said insurance policies include any coverage or recognize any liability with respect to any act or omission on the part of any individual Unit Owner or occupant or their employees respecting their professional activities.

XVIII.

PROJECT MANAGER

The Management Committee shall employ a Project Manager for the Project upon such terms and conditions as the Management Committee shall deem to be in the best interest of the Unit Owners. The Management Committee is specifically authorized to enter into an agreement or agreements with other condominium projects located within and comprising a part of the Murray Cottonwood Medical Center, for the common management of the Project and the Murray Cottonwood Medical Center, if the Management feels that such common management would be in the best interest of

the Project and the Unit Owners. Said Project Manager shall be responsible for managing the Project, for and on behalf of the Unit Owners in accordance with the provisions of this instrument and the Management Agreement whereby he is appointed. The duties of the Project Manager shall include, among others more specifically set forth in the aforesaid Management Agreement, the hiring, firing and supervising of all such personnel as may be required for the proper and reasonable maintenance, control, operation and management of the Project as herein provided, including such personnel as a building engineer, a parking supervisor, janitors, custodians, bookkeepers, attendants and contractors who may be required for performing necessary major repairs. In addition, the Project Manager shall, if the Management Committee so desires, be responsible for the proper care and maintenance of the Project books of account and records, if any, and otherwise attending to the day by day supervision of the Project.

XIX.

RIGHT OF ENTRY

SECTION 1. The Management Committee, Project Manager and their duly authorized agents and employees shall have the right to enter any and all of the Office Units in the Project in case of an emergency originating in or threatening such unit or any other part of the Project, whether the Unit Owner or occupant thereof is present at the time or not, and shall also have the right to enter any and all of the Office Units at all reasonable times for the purpose of maintaining and repairing the same.

SECTION 2. All Unit Owners and their duly authorized agents and representatives shall have the right to enter any of the Office Units contained within 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 Office Units; and, provided, further, that the Unit Owner affected by such entry shall first be given notice thereof, if available and if time permits.

XX.

REIMBURSEMENT FOR DAMAGES

Each Unit Owner shall promptly perform or cause to be performed all maintenance and repair work within any Office Unit owned by him which, if omitted, will adversely affect the Project in its entirety, or any other part thereof, and shall be liable in damages for any failure on his part so to do. Each Unit Owner shall also reimburse the Management Committee for the full value of any repairs or replacements to the Common Areas and Facilities made necessary through such Unit Owner's negligence or fault.

XXI.

NUISANCES

No Unit Owner or occupant shall cause, permit or suffer

any nuisance to be created or carried on in any Office Unit of which he is the owner or occupant.

XXII.

PARKING FACILITIES

The Project has or will have parking facilities as shown by the Projects' Record of Survey Map. Said parking facilities shall be and remain a part of the Project's Common Areas and Facilities and each of the Unit Owners shall be entitled to use said parking facilities subject to such reasonable rules and regulations relating thereto as the Management Committee may adopt from time to time.

APPROVED AND ADOPTED, this 3rd day of January, 1966.

MURRAY COTTONWOOD MEDICAL CENTER, INC.

By James T. Stephenson
Its President



WITNESSED:

B. Howell
Secretary

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

On this 3rd day of January, 1966,
personally appeared before me JAMES T. STEPHENSON and E. B. HOWELL, who, being by me duly sworn, did say: that they are the President and Secretary, respectively, of MURRAY COTTONWOOD MEDICAL CENTER, INC., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said JAMES T. STEPHENSON and E. B. HOWELL duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Ray S. Martinian
NOTARY PUBLIC
Residing at: Salt Lake City, Utah


My Commission Expires:
February 9, 1968


EXHIBIT "C"

The following described real property situated in
Salt Lake County, State of Utah, to wit:

SUBJECT, however, to the reservation, in favor of Declarant, of a non-exclusive right-of-way over and across the following described real property, to wit: BEGINNING at a point which is East 956.11 feet and South 3751.47 feet from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base & Meridian, running thence South $2^{\circ}15'30''$ West, 249.16 feet; South $89^{\circ}59'30''$ East, 32.78 feet; North $0^{\circ}00'30''$ East, 245.46 feet; North $81^{\circ}20'$ West, 23.27 feet to the point of beginning, for vehicles and persons to use for ingress to and egress from the following described real property, to wit: BEGINNING at a point which is 956.11 feet East and 3751.47 feet South and 154.06 feet South $2^{\circ}15'30''$ West from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being South $87^{\circ}19'09''$ East 290.99 feet from the Salt Lake County Survey Monument at the intersection of 5900 South Street and State Street and running thence North $86^{\circ}59'30''$ West 241.50 feet to the East line of State Street; thence along the East line of State Street South $2^{\circ}15'30''$ West 150.20 feet; thence South $86^{\circ}59'30''$ East 241.50 feet; thence South $2^{\circ}15'30''$ West 232.40 feet; thence South $0^{\circ}00'30''$ West 69.0 feet; thence North $65^{\circ}59'30''$ East 44.50 feet; thence South $76^{\circ}30'30''$ East 279.18 feet; thence South $19^{\circ}59'30''$ West 110.23 feet; thence South $80^{\circ}00'30''$ East 161.05 feet; thence North $0^{\circ}00'30''$ East 517.29 feet; thence North $89^{\circ}59'30''$ West 26.0 feet; thence North $0^{\circ}00'30''$ East 17.14 feet; thence North $89^{\circ}59'30''$ West 395.79 feet; thence North $2^{\circ}15'30''$ East 95.10 feet to the point of beginning.