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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
CARRIAGE LANE CONDOMINIUM APARTMENT HOMES

This Amended and Restated Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed in Salt Lake County, State of Utah, this 26 day of January, 1998, pursuant to the provisions of the Utah Condominium Ownership Act and applicable voting requirements.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property, located in the vicinity of 4559 Holladay Boulevard, Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point on the West Line of 2300 East Street said point being South 521.29 feet and West 36.50 feet from the center of Section 3, Township Two South, Range One East, Salt Lake Base and Meridian, and running thence South 0°52' West along said West Line 342.35 feet; thence South 86°27' West 562.89 feet, thence South 86°12' West 444.10 feet to the East Line of Holladay Boulevard; thence North 39°05' West along said East Line 356.40 feet; thence North 89°02' East 259.43 feet; thence North 19°21' West 64.00 feet; thence North 86.22' East 449.11 feet; thence North 85°36' East 363.00 feet thence North 87°16' 30" East 186.70 feet to the point of beginning.

and

WHEREAS, Declarant is the owner of certain condominium apartment home buildings and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises which property constitutes a "Condominium Project" under the terms of the provisions of the Utah Condominium Ownership Act, (Title 57, Chapter 8, Utah Code Annotated 1953) and it is the desire and the 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, on the 4th day of February, 1965, Declarant filed for record in the office of the

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County Recorder of Salt Lake County, State of Utah, a certain instrument entitled "Record of Survey Map of Carriage Lane Condominium Apartment Homes", hereinafter referred to as "Map" which map is filed of record herewith; and

WHEREAS Declarant desires and intends by filing this Declaration and the aforesaid map to submit the above described property and the Condominium Apartment Home buildings 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 a 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 the 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 grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions. Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor.

(a) "Declarant" shall mean Condominium Developers, Inc., a Utah Corporation, which has made and executed this Declaration;

(b) "Declaration" shall mean this instrument by which the Carriage Lane

Condominium Apartment Homes project is established as provided for under the Utah Condominium Ownership Act;

(c) "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon;

(d) "Map" shall mean the Record of Survey Map of Carriage Lane Condominium Apartment Homes, filed for record herewith by Declarant;

(e) "Unit" shall mean the elements of a condominium which are not owned in common with the Owners of other condominiums in the Project as shown on the Map, and the boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the space so encompassed and also includes patios appurtenant to a Unit, provided, however, that inclusion of patios within the definition of Unit shall not render the exterior of building walls within a patio to be within the definition of Unit as opposed to being a part of the common area;

(f) "Common Area" shall mean all land and all portions of the Project not located within any Unit and also includes, but not by way of limitation, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, columns and girders, to the interior surfaces thereof, regardless of location, greens, gardens, carports, storage areas, walkways, service streets and parking areas, club house, swimming pool, putting green, and any other recreational areas and facilities, all installations of power, lights, gas, hot and cold water and heating existing for common use, and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or

normally in common use;

(g) "Condominium" shall mean the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Area and ownership of a separate interest in a Unit;

(h) "Owner" shall mean any person or legal entity that is an owner of record (as reflected by the records of the office of the County Recorder of Salt Lake County, State of Utah) of a fee or undivided interest in any Condominium and any contract purchaser of any Condominium. Notwithstanding any theory relating to mortgages, no mortgagee, nor any trustee or beneficiary of a deed of trust, shall be an Owner unless such party acquires fee title pursuant to foreclosure or pursuant to sale or conveyance in lieu thereof;

(i) "Management Committee" shall mean the governing body of the Project, elected pursuant to paragraph 5 hereof;

(j) "Manager" shall mean the person or firm designated by the Management Committee to manage the affairs of the Project;

(k) "Mortgage" shall mean a deed of trust as well as a mortgage;

(l) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee;

(m) "Record" means to file of record with the offices of the County Recorder of Salt Lake County, State of Utah;

(n) "Condominium Act" shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated 1953).

(o) To the extent applicable to the situation involved and not inconsistent herewith,

the definitions contained in the Condominium Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

2. Voting. At any meeting of the Owners, and except as provided in paragraph 5(b)(3), each Owner shall be entitled to cast a percentage vote equal to the respective Owner's percentage ownership in Common Areas and facilities as shown on Exhibit A attached hereto and incorporated herein by reference. Unless otherwise herein provided, all voting shall be on the basis of majority vote, and all matters submitted to a vote shall be deemed approved if the votes cast for the matter exceed the votes cast against the matter. Any Owner may attend and vote at such meeting in person, or by an agent, duly appointed by an instrument in writing signed by the Owner and filed, in advance of the vote, with the Management Committee or the Manager. Any designation of an agent to act for an Owner may be revoked by, and at the time of receipt of, written notice to the Management Committee or Manager, and shall be deemed revoked when the Management Committee or the Manager shall receive actual notice of the death or judicially declared incompetence of such Owner or of the conveyance by such Owner of his Condominium. Where there is more than one record Owner of a Condominium, any or all of such persons may attend any meeting of the Owners, but it shall be necessary for those present to act unanimously in order to cast the votes to which they are collectively entitled. Any designation of an agent to act for multiple Owners must be signed by all such Owners.

3. Meetings of Owners. The presence at any meeting of Owners having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners in accordance with the provisions of paragraph 4 hereof, and at that

meeting the presence of Owners holding in excess of thirty percent of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the Owners present, though less than a quorum, may give notice to all the Owners in accordance with paragraph 4 of an adjourned meeting, and, at that meeting, whatever Owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power of the Owners present and voting provided that a quorum is present as provided above.

(a) Annual Meeting. There shall be a meeting of the Owners on the Second Tuesday of February of each year at 8:00 p.m. upon the Common Area or at such other reasonable place or time (not more than thirty days before or after such date) as may be designated by written notice of the Management Committee delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. A financial report or audit (which need not be certified) of the common expenses, itemizing the receipts and disbursements for the preceding year, the estimated common expenses for the coming year, and the allocation thereof to each Owner shall be delivered with such notice of annual meeting, and the Management Committee shall present such report or audit to the annual meeting. A copy of such report or audit shall be attached to the minutes of the annual meeting.

(b) Special Meetings. Special meetings of the Owners may be called at any time, and at any place at which an annual meeting may be held, for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice signed by a majority of the Management Committee, or by the Owners having one-third ($\frac{1}{3}$)

of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Management Committee or Manager for the purpose of service of such notice or to the Unit of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Management Committee or the Manager.

5. Membership, Election and Proceedings of the Management Committee.

(a) Membership. The Management Committee shall consist of five members who shall be elected by the Owners. Members must be Condominium Owners or a representative of a legal entity which is an Owner. Such Management Committee may act and conduct their responsibilities through a corporate entity known as Carriage Lane, Inc., provided that such entity shall act on matters relating to the Project only upon and through the vote and acts of members of the Management Committee in accordance with the provisions hereof.

(b) Election. At each annual meeting, the Owners shall elect members of the Management Committee for the forthcoming year as follows:

(1) Two members will be elected to serve for a term of two years commencing 1967;

(2) Three members will be elected to serve for a term of two years

commencing 1968;

(3) Members elected or appointed as herein provided will be elected at subsequent annual meetings as the then serving members' term expires. Each Owner (and multiple Owners of a Condominium as a group, in cases of multiple Owners of a Condominium) entitled to vote at an election of members of the Management Committee may cast their percentage vote once for each position on the Management Committee to be filled at each election. At elections where more than one position is to be filled, an Owner may not cumulate votes for one candidate or for any number of candidates less than the number of positions to be filled. Each available vote, if cast, must be cast for a different candidate. The candidates receiving the highest number of votes up to the number of positions to be filled shall be deemed elected.

(c) Term. Terms of Office for members of the Management Committee will be two years commencing on the day following the annual meeting and expiring on the day following the second next such meeting, provided, however, that members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal and provided that if any member ceases to be an Owner, his or her membership on the Management Committee shall terminate upon the date that ownership ceases.

(d) Resignation and Removal. Any member may resign at any time by giving written notice to the Management Committee Chairman, and any member may be removed from membership on the Management Committee by vote of the Owners, provided, however, that unless the entire Management Committee is removed, an individual member may be removed only upon a two-thirds ($\frac{2}{3}$) majority vote.

(e) Proceedings. Three members of the Management Committee shall constitute a

quorum, and, if a quorum is present, except as elsewhere herein provided, the decision of a majority of those present shall be the act of the Management Committee, provided, however, that if only three members of the Management Committee are present, then any decision by such quorum of three must be unanimous to be the act of the Management Committee. The Management Committee shall elect a chairman, who shall preside over both its meetings and those of the Owners. Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt. The Management Committee may also act without a meeting by unanimous written consent of all of its members.

(f) Appointment of Committee Members Upon Death, Resignation or Removal. In the event of the death, resignation, or removal of a member of the Management Committee, a successor shall be appointed by the other members of the committee upon vote of not less than three such members at a regular committee meeting called for such purpose. The appointed members shall serve for the unexpired term of his predecessor or until the next annual meeting of the Owners, whichever first occurs. At such meeting, the Owners shall elect a successor for the unexpired term of office to be filled.

(g) Notice of Election. After the election of the Management Committee, said committee shall execute and acknowledge an affidavit stating the names of all of the members of the Management Committee. Any two persons who are designated of record as being members of the most recent Management Committee (regardless of whether or not they shall still be members) may execute and acknowledge an affidavit stating the names of all of the members of the then current Management Committee. The most recently executed of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Management

Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

(h) Carriage Lane, Inc. Governing Board and Trustees. The Management Committee shall select a chairman and vice-chairman of the Committee to act in and perform usual and customary duties of such positions. The chairman shall serve as president of, and the vice-chairman shall serve as secretary of Carriage Lane, Inc. through which the Management Committee is authorized to act as provided in paragraph 5(a) hereof. Other members of the Management Committee may be elected or appointed by the Committee to serve in offices of vice-president, treasurer and other offices of Carriage Lane, Inc. as may be provided in its Articles of Incorporation. Members of the Management Committee shall constitute the governing board and trustees of Carriage Lane, Inc., which are provided for and referred to in its Articles of Incorporation and any applicable statute or law.

6. Authority of the Management Committee. The Management Committee, for the benefit of the Condominiums and the Owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund hereinafter provided for the following:

(a) Water, sewer, garbage collection, snow removal, electrical, telephone and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged for the Units);

(b) A policy or policies of fire insurance as the same are more fully set forth in paragraph 22 of this Declaration, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Area, payable as provided in paragraph 24, or such other fire and casualty insurance as the Management Committee shall determine gives substantially

equal or greater protection to the Owners, and their Mortgagees as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees of each Condominium, if any;

(c) A policy or policies as the same are more fully set forth in paragraph 22 of this Declaration insuring the Management Committee, the Owners and the Manager against any liability to the public or to the Owners of Units and of the Common Area, and their invitees, or tenants, incident to the ownership and/or use of the Project, and including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than Two Million Dollars (\$2,000,000.00) for any one person injured, for any one accident and shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Management Committee and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) Worker's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Management Committee as well as such other personnel as the Management Committee shall determine shall be necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Management Committee or are furnished by the Manager;

(f) Legal and accounting services necessary or proper in the operation of the

Common Area, the enforcement of this Declaration, and other areas of responsibility of the Management Committee;

(g) A fidelity bond naming the Manager, and such other persons as may be designated by the Management Committee, as principals and the Owners as obligees, for the first year in an amount at least equal to fifty percent (50%) of the estimated cash requirement for that year as determined under paragraph 9 hereof, and for each year thereafter in an amount at least equal to fifty percent (50%) of the total sum collected through the common expense fund during the preceding year;

(h) Painting, maintenance, repair and all landscaping of the Common Area, and maintaining and painting of patio fences, and such furnishings and equipment for the Common Area as the Management Committee shall determine are necessary and proper, and the Management Committee shall have the exclusive right and duty to acquire the same for the Common Area, provided, however, that the interior surfaces of each Unit shall be painted, maintained and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner;

(i) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Management Committee is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Declaration, provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specially assessed to the Owners of such Units;

(j) Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Management Committee to protect the Common Area or preserve the appearance and value of the Project, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Management Committee to said Owner or Owners, provided that the Management Committee shall levy a special assessment against the Condominium of such Owner or Owners for the cost of said maintenance and repair.

The Management Committee's power hereinabove enumerated shall be limited in that the Management Committee shall have no authority to acquire and pay for out of the common expense fund capital additions and improvements (other than for the purpose of replacing portions of the Common Area, subject to all the provisions of this Declaration) having a cost in excess of Five Thousand Dollars (\$5,000.00) except as expressly provided herein. The Management Committee shall not borrow funds without the prior approval of Owners.

7. Management Committee Powers, Exclusive. The Management Committee shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

8. Alterations, Additions and Improvements of Common Area. There shall be no structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of Owners holding a majority of the total votes.

9. Common Expenses, Assessments.

(a) Within thirty (30) days prior to the beginning of each calendar year the Management Committee shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund.) Said "Estimate Cash Requirement" shall be assessed to the Owners and against each Condominium pursuant to the percentages set forth in the schedule attached hereto and marked Exhibit A. If the Estimate Cash Requirement proves inadequate for any reason, including nonpayment of any Owner's assessment, the Management Committee may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Management Committee in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Management Committee shall designate.

(b) All funds collected hereunder shall be expended for the purposes designated herein.

(c) The omission by the Management Committee, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this paragraph shall be effective only upon unanimous written consent of the Owners and their Mortgagees. No Owner may exempt himself from liability for his contribution towards the common

expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

(d) The Manager or Management Committee shall keep detailed accurate records in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Owners at convenient hours of week days.

10. Default in Payment of Assessments. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover the money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the Owner of any Condominium plus interest at twelve percent (12%) per annum and costs, including reasonable attorneys' fees, shall become a lien upon such Condominium upon recordation of a notice of assessment as provided in Section 57-8-20 of the Condominium Act. Dates and manner of payment and charges and fees may be set by the Management Committee by rule or regulation adopted by it. The said lien for nonpayment of common expenses shall have priority over all other liens and encumbrances, records or unrecorded, except only

(1) Tax and special assessment liens on the Condominium in favor of any assessing Unit or special improvement district, and

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

encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness, secured by the lien upon any Condominium created hereunder, shall be conclusive upon the Management Committee and the Owners, as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or prospective encumbrancer of a Condominium upon request and at a reasonable fee set by the Management Committee. Unless the request for a certificate of indebtedness shall be complied with within ten days or receipt of a written request therefor, all unpaid common expenses which become due prior to the date of receipt of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a Condominium may pay any unpaid common expenses payable with respect to such Condominium, and, upon such payment, such encumbrancer shall have a lien on such Condominium for the amounts paid of the same rank as the lien of his encumbrance.

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

lien.

In case of foreclosure, in a manner that allows a redemption period after sale and if the Owner retains possession, personally or through others, during such period, the Owner shall be required to pay a reasonable rental for the Condominium during the redemption period, and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the Mortgage security. The Management Committee or Manager shall have the power to bid in the Condominium at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium.

11. Mortgage Protection. Notwithstanding all other provisions hereof:

(a) The liens created hereunder upon any Condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may a lien created pursuant to paragraph 10 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein, and further provided that if there are any proceeds of sale on foreclosure of such first mortgage in excess of amounts necessary to satisfy all indebtedness secured by and owed to the holder of such first mortgage, the lien shall apply to such excess;

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

thereof;

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

12. Delegation to Manager. The Management Committee may delegate any of its duties, power or functions, including, but not limited to, the authority to give the Certificate provided for in paragraph 10 hereof and the authority to give the subordination agreements provided for in paragraph 11 hereof, to any person or firm, to act as Manager of the Project, provided that any such delegation shall be revocable upon notice by the Management Committee. The members of the Management Committee shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Management Committee. In the absence of any appointment the Chairman of the Management Committee shall act as Manager.

13. Exclusive Ownership and Possession by Owner. Each Owner shall be entitled to exclusive ownership and possession of the Owner's Unit. Each Owner shall be entitled to an undivided interest in the Common Area in the percentage expressed in Exhibit A of this Declaration. The percentage of the undivided interest of each Owner in the Common Area as expressed in Exhibit A shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Area shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the

Common Area in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his Unit, nor shall the Owner be deemed to own the utilities running through his Unit which are utilized for or serve more than, one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, paper, wax, or otherwise refinish and redecorate the inner surfaces of the walls, floors, ceilings, windows and doors, bounding his Unit. Owners shall be responsible for payment of fifty percent of the cost of replacement of glass in exterior windows and doors unless replacement is required because of an act of the Owner, in which case the Owner shall pay one hundred percent of the cost of such replacement.

14. Owner's Obligations. Except for those portions which the Management Committee is required to maintain and repair hereunder (if any), each Owner shall at the Owner's expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition to decorating and keeping the interior of the Unit in good repair, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in, or connected with the Unit. It is expressly understood that there are appurtenant to all Units air conditioners which are located in the Common Area appurtenant to the Units, and some are located in attics and crawl spaces beneath the Units. An easement is hereby reserved in favor of each such

Unit for the purpose of maintenance, repair or replacement of the said air conditioners by the respective Owners as required hereinabove. When air conditioning units are replaced, they shall be replaced with equipment which meets environmental regulation requirements and is architecturally compatible with the Common Area. Outside replacement units may be located at ground level or on the roof in a location approved in writing by the Management Committee. All replacement costs are the responsibility of Owners.

Owners, at their expense, shall keep the interior of the patio and storage area contained therein which may be appurtenant to the Owner's Unit in a clean and sanitary condition. The Management Committee and Manager shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the patio, storage area, carport or Unit.

The Owner shall promptly discharge any lien which may hereafter be filed against his Condominium and shall otherwise abide by the provisions of Section 57-8-19 of the Condominium Act.

15. Prohibition Against Structural Changes by Owner. The Owner shall not, without first obtaining written consent of the Management Committee, make or permit to be made any structural alteration, improvement or addition in or to his Unit or in or to the exterior of the buildings or other Common Area. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the Project or impair any easement or hereditament without the written consent of all Owners. The Owner shall not paint, decorate, alter, make improvements to or otherwise change any portion of the exterior of the buildings, the Common Area (except for landscaping as may be provided in Rules and Regulations adopted by the Management Committee),

or any portion of the patio fences or storage areas contained therein without first obtaining written consent of the Management Committee.

16. Limitation on Use of Units and Common Area. The Units and Common Area shall be occupied and used as follows:

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

(b) There shall be no obstruction of the Common Area except in the case of designated storage areas. Nothing shall be stored in the Common Area without the prior consent of the Management Committee;

(c) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Management Committee. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area;

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area without the prior consent of the Management Committee;

(e) No animals shall be kept, raised or brought into or upon any Unit, the Common Area and the Project, except that this provision shall not be applicable to service animals, such as seeing eye dogs;

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common

Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners;

(g) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Management Committee;

(h) There shall be no violation of rules for the use of the Common Area adopted by the Management Committee and furnished in writing to the Owners, and the Management Committee is authorized to adopt such rules;

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

17. Entry for Repairs. The Management Committee or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Management Committee is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Management Committee out of the common expense fund.

18. Failure of Management Committee to Insist on Strict Performance No Waiver. The failure of the Management Committee or Manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall

not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Management Committee or Manager of any assessment from an Owner, with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee or Manager, and any such waiver shall be limited to the circumstance or event referred to in the waiver and shall not be applicable to any reoccurrence or repetition of such circumstance or event.

19. Limitation of Management Committee's Liability. The Management Committee shall not be liable for any failure of water supply or other service to be obtained and paid for by the Management Committee hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence or intentional misconduct of the Management Committee. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

20. Indemnification of Management Committee Members. Each member of the Management Committee shall be indemnified by the Owners against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed in connection with any proceeding to which a member may be a party, or in which a member may become involved, by reason of being

or having been a member of the Management Committee, or any settlement thereof, whether or not the person is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of duties; provided that in the event of a settlement the indemnification shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Management Committee.

21. Records of Ownership. In the event of sale, lease or other transfer of an interest in a Condominium, Owners shall promptly cause to be Recorded the conveyance, transfer, or lease documents or an appropriate notice of interest and shall file a copy of the same with the Management Committee, which shall maintain a record of ownership. Any Owners who mortgage their Condominiums, or any interest therein, shall notify the Management Committee of the name and address of the Mortgagee and also of the release of such Mortgage; and the Management Committee shall maintain all such information in the records of ownership. The Management Committee may at any time obtain and rely on information from the Salt Lake County Recorder regarding Owners and Mortgagees.

22. Insurance. The Management Committee shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the following provisions:

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

(b) Exclusive authority to adjust losses under policies thereafter in force in the Project shall be vested in the Management Committee or its authorized representative;

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

(d) Each Owner may and is encouraged to obtain additional insurance at the Owner's own expense; provided, however, that no Owner shall be entitled to exercise any right to maintain insurance coverage in such a way as to decrease the amount which the Management Committee, in behalf of all of the Owners, may realize under any insurance policy which the Management Committee may have in force on the Project at any particular time;

(e) The Management Committee shall be required to make every effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Management Committee, the Manager, the Owners and their respective servants, agents, and guests;

(2) That the master policy on the Project cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(3) That the master policy on the Project cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or Manager cure the defect;

(4) That any "no other insurance" clause in the master policy exclude

individual Owners' policies from consideration.

(f) The annual insurance review which the Management Committee is required to conduct as provided in Paragraph 6 above shall include an appraisal of the improvements in the Project by a representative of the insurance carrier writing the master policy;

(g) Owners and any tenants or guests of Owners or tenants shall obtain and pay for their own insurance on personal property kept in their Condominium, and the Management Committee shall have no obligation to provide such insurance.

23. No Partition. There shall be no judicial partition of the Project or any part thereof, nor shall Declarant or any person acquiring any interest in the Project, or any part thereof, seek any such judicial partition, until the happening of the conditions set forth in Paragraph 24 hereof in the case of damage or destruction or unless the Project has been removed from the provisions of the Condominium Act as provided in Section 57-8-22 thereof; provided, however, that if any Condominium shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. But such partition shall not affect any other Condominium.

24. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager or Management Committee.

If the insurance proceeds are insufficient to reconstruct the building, damage to or

destruction of the building shall be promptly repaired and restored by the Manager or Management Committee, using proceeds of insurance, if any, on the buildings for that purpose, and the Condominium Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the Owners, by a vote of at least three-fourths of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provisions for reconstruction, the Manager or Management Committee shall Record with the County Recorder, a notice setting forth such facts, and upon the Recording of such notice:

(1) the Project shall be deemed to be owned in common by the Owners;

(2) the undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Area;

(3) any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Project; and

(4) the Project shall be subject to an action for partition of the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Area, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by each Owner.

Notwithstanding all other provisions hereof, the Owners, by an affirmative vote of at least three fourths of the voting power, at a meeting of Unit Owners duly called for such purpose, may

elect to sell or otherwise dispose of the Project. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

25. Enforcement. Each Owner and all Tenants shall comply strictly with the provisions of this Declaration and with administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for action to recover sums due for damages or injunctive relief, or both, maintainable by the Management Committee or Manager on behalf of the Owners, or in a proper case, by an aggrieved Owner. Multiple Owners of a Condominium shall be jointly and severally liable for all obligations and responsibilities of an Owner.

26. Personal Property. The Management Committee or Manager may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in the Common Area, and shall not be transferable except with a transfer of a Condominium. A transfer of a Condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

Within 30 days following the completion of construction of the Project, the Declarant shall execute and deliver a bill of sale to the Management Committee in behalf of all the Owners, transferring all items of personal property located on the Project and furnished by the Declarant, which property is intended for the common use and enjoyment of the Owners.

27. Books and Records. The Management Committee, at the expense of the common

expenses, shall keep adequate books and records and account for all financial dealings pertaining to the Project and shall keep and maintain such books and records in accordance with generally accepted accounting principals, consistently applied. The Management Committee at annual intervals shall provide to the Owners a statement of income and expenses for the prior year. Any Owner may at any time at such Owner's own expense cause an audit or inspection to be made of the books and records of the Manager or Management Committee pertaining to the Project.

28. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

29. Amendment. Except as otherwise provided herein, the provisions of this Declaration may be amended upon the affirmative vote of record Owners, or by an instrument in writing signed and acknowledged by record Owners, holding two-thirds of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of Salt Lake County, State of Utah.

30. Registered Agent. The name and address of the registered agent to receive service of process on behalf of the Project is John Holland, 262 East 3900 South, Salt Lake City, Utah 84107.

31. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

32. Effective Date. This Amended and Restated Declaration shall take effect upon

Recording.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants, Conditions, and Restrictions of the Carriage Lane Condominium Apartment Homes is executed the date and year above provided by the undersigned corporate entity through which the Management Committee acts as provided in paragraph 5(a) above.

ATTEST

[Signature]
Secretary

CARRIAGE LANE, INC.

By [Signature]
President

INDIVIDUAL ACKNOWLEDGMENT

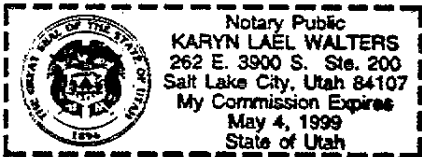
State of Utah
County of Salt Lake } ss.

On this the 8th day of May, 1998, before me,

Karyn Lael Walters

the undersigned Notary Public, personally appeared

Lee Peterson, Reed Y. Nelson



- personally known to me
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) Lee Peterson, Reed Y. Nelson subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

Karyn Lael Walters
Notary's Signature

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Amended and Restated Declaration
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

EXHIBIT A
CARRIAGE LANE CONDOMINIUM APARTMENT HOMES

Unit Number	Building Number	Carport Number	Storage Unit Number	% Ownership in Common Area (Also Determinative of Voting Right & Pro Rata Share of Common Expenses)
1	A	51	14	.8677
2	A	45	42	"
3	A	11	16	"
4	A	17	5	"
5	A	19	36	"
6	A	56	27	"
7	B	20	17	1.0916
8	B	28	69	"
9	B	77	87	"
10	B	78	108	"
11	C	123	10	.9656
12	C	87	51	"
13	C	79	102	"
14	C	83	80	"
15	C	81	72	"
16	C	84	99	"
17	C	88	31	"
18	C	82	18	"
19	D	5	21	"
20	D	4	47	"
21	D	42	41	"
22	D	43	3	"
23	D	41	39	"
24	D	3	28	"
25	D	6	37	"
26	D	2	52	"
27	E	47	48	"
28	E	10	22	"
29	E	52	30	"
30	E	14	6	"
31	E	15	8	"
32	E	9	33 & 20	"
33	E	13	9	"
34	E	12	26	"
35	F	61	81	"
36	F	60	19	"

37	F	22	43	"
38	F	21	61	"
39	F	26	82	"
40	F	23	46	"
41	F	64	49	"
42	F	62	13	"
43	G	95	105	"
44	G	109	107	"
45	G	34	68	"
46	G	111	75	"
47	G	35	76	"
48	G	33	83	"
49	G	36	70	"
50	G	110	77	"
51	H	1	44	1.1756
52	H	8	2	"
53	H	7	1	"
54	H	44	50	"
55	I	16	29	1.2316
56	I	18	40	"
57	I	30	4	"
58	I	29	12	"
59	J	24	74	1.1756
60	J	31	60	"
61	J	32	62	"
62	J	25	11	"
63	K	137	23	"
64	K	138	101	"
65	K	124	98	"
66	K	119	25	"
67	L	139	24	"
68	L	101	79	"
69	L	127	90	"
70	L	132	88	"
71	M	37	97	"
72	M	113	95	"
73	M	114	91	1.1867
74	M	38	38	"
75	N	112	65	1.2175
76	N	121	92	"
77	N	120	100	"
78	N	117	94	"
79	O	134	85	"
80	O	133	104	"

81	O	135	63	"
82	O	136	78	"
83	P	125	71	"
84	P	126	34	"
85	P	96	---	"
86	P	97	15	"
87	Q	115	64	1.0916
88	Q	116	89	"
89	Q	118	96	"
90	Q	98	73	"
91	R	131	84	"
92	R	130	106	"
93	R	129	---	"
94	R	128	103	"

TOTAL 100.00

Other carports and storage areas are and may be unassigned from time to time and may hereafter be assigned by the Management Committee.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CARRIAGE LANE, INC.

Pursuant to the provisions of *Utah Code Annotated*, 16-6-49, 16-6-50 and 16-6-53.5, the undersigned non-profit corporation hereby adopts the following amended and restated Articles of Incorporation:

ARTICLE ONE: That the name of this Corporation shall be: Carriage Lane, Inc.

ARTICLE TWO: The Corporation shall continue in existence perpetually unless sooner dissolved according to law.

ARTICLE THREE: The registered office of the Corporation is located at 2229 Carriage Lane, Salt Lake City, Utah, but the Corporation may maintain an office or offices elsewhere as the governing Board may from time to time determine, or as may be designated by the By-Laws of this Corporation.

ARTICLE FOUR: The purposes for which the Corporation is organized are as follows:

A. Carry out and implement the acts and responsibilities of the Management Committee of the Carriage Lane Condominium Apartment Homes and to hold and administer all funds and property that may be held and administered by such Committee in accordance with the Declaration of Covenants, Conditions and Restrictions of Carriage Lane Condominium Apartment Homes ("Declaration") and in accordance with and pursuant to law.

B. To engage in any and all other acts and activities and to exercise such other powers for which a non-profit corporation may be organized and as permitted by the laws of the State of Utah.

C. The Corporation is organized as a non-profit corporation and shall act and conduct

its business and affairs in furtherance of and not contrary to such purpose.

ARTICLE FIVE: The Corporation will not issue shares but shall have members consisting of owners of condominiums in the Carriage Lane Condominium Apartment Homes and whose qualifications and rights are as provided in the Declaration, and no dividends or pecuniary profits shall be declared or paid to the members.

ARTICLE SIX: The members of the governing board of said Corporation shall be styled "Trustees", and the number thereof shall be fixed and may be altered from time to time, as may be provided in the Declaration, or by the action of the members, but the number shall not be reduced to less than five.

ARTICLE SEVEN: The names of the incorporators and their addresses are as follows:

<u>NAMES</u>	<u>ADDRESS</u>
Rex T. Tripp	2219 Carriage Lane, Apt. 60 Salt Lake City, Utah
W. Glen Swaner	2203 Carriage Lane, Apt. 57 Salt Lake City, Utah
H. Vern Hardy	2280 Carriage Lane, Apt. 91 Salt Lake City, Utah
J. B. Peeples	2187 Carriage Lane, Apt. 53 Salt Lake City, Utah
Lawrence G. Andrus	2219 Carriage Lane, Apt. 59 Salt Lake City, Utah

The names and post office addresses of the first Governing Board of Trustees are as follows:

Rex T. Tripp	President (Chairman)	2219 Carriage Lane, #60 Salt Lake City, Utah
Glen Swaner	Vice-President, Treasurer	2203 Carriage Lane, #57 Salt Lake City, Utah
H. Vern Hardy	Trustee	2280 Carriage Lane, #91 Salt Lake City, Utah

J. B. Peebles	Trustee	2187 Carriage Lane, #53 Salt Lake City, Utah
Lawrence G. Andrus	Trustee	2219 Carriage Lane, #59 Salt Lake City, Utah

ARTICLE EIGHT: The private property of the members, trustees or officers shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE NINE: The officers of the Corporation shall be a president, such number of vice-presidents as shall from time to time be determined, a secretary and treasurer. They shall be appointed or elected by the Trustees.

ARTICLE TEN: The name and address of the registered agent of the Corporation is John Holland, whose address is 262 E. 3900 So. Salt Lake City, Utah, 84 107.

ARTICLE ELEVEN: The Declaration, and any amendments thereto as and if they shall occur, shall constitute the by-laws and governing provisions of the Corporation.

ARTICLE TWELVE: Upon dissolution of the Corporation for any cause, its assets remaining after payment of just debts and obligations shall be distributed among the members in proportion equal to their percentage of ownership in common areas of the Carriage Lane condominium apartment homes.

VOTING STATEMENT: The foregoing Amended and Restated Articles of Incorporation were duly adopted and ratified at a meeting of members held January 26, 1998, at which a quorum of members was present, and at which meeting such Amended and Restated Articles of Incorporation received a favorable vote of at least two-thirds of the votes which members present or represented by proxy were entitled to cast.

DATED May 8, 1998.

CARRIAGE LANE, INC.

By *Reed Nelson*
President

By *Ken Nelson*
Secretary

CONSENT TO ACT AS REGISTERED AGENT

John Holland hereby accepts and acknowledges appointment to act as the registered agent of Carriage Lane, Inc. as above indicated.

John M. Holland

INDIVIDUAL ACKNOWLEDGMENT

State of Utah
County of Salt Lake } ss.

On this the 8th day of May, 1998, before me,

Karyn Lael Walters

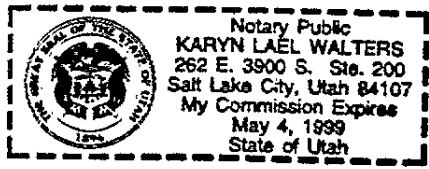
the undersigned Notary Public, personally appeared

John M. Holland

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) John M. Holland subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Karyn Lael Walters
Notary's Signature



SK8027PG0444

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Amended and Restated Declaration
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

7016473
07/02/98 2:06 PM 175.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PROPERTY MANAGEMENT
262 E 3900 S STE 200
SLC UT 84107
REC BY:V VEGA ,DEPUTY - WI

BK 8027 PG 0445