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**DECLARATION OF CONDOMINIUM -
VILLAGE GREEN COMMERCIAL CENTER UNIT 10 PROJECT**

THIS DECLARATION OF CONDOMINIUM – VILLAGE GREEN COMMERCIAL CENTER UNIT 10 PROJECT (the “**Declaration**”) is made as of November 11, 2010, by Village Green Properties, LLC, a Utah limited liability company (“**Declarant**”).

RECITALS:

A. At the time of this Declaration Declarant owns Unit 10 and the improvements located thereon situated within the Village Green Commercial Center, A Planned Development (Expandable), located in Provo, Utah County, State of Utah, which is more particularly described and shown on Exhibit A attached hereto.

B. Declarant desires to subdivide Unit 10 and create a condominium project on such land pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Sections 57-8-1 through 57-8-38, as the same may be amended from time to time, and in accordance with the ordinances and regulations of Provo City. The condominium project shall be known as the “**Village Green Commercial Center Unit 10 Project**.” The Condominium Project created hereby shall consist of seven Units, Units 10A, 10B, 10C, 10D, 10E, 10F and 10G, as shown on the Map attached hereto and described in Exhibit B.

C. Declarant deems it necessary and desirable to subject such property, and all improvements now or hereafter constructed on such property, to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

DECLARATION

In consideration of the foregoing, Declarant hereby declares as follows:

ARTICLE I. DEFINITIONS

1.01 Basic Definitions. As used in this Declaration, the following terms have the meanings given to them in this Section 1.01.

(a) “**Act**” means the Utah Condominium Ownership Act, Utah Code Annotated §§57-8-1 through 57-8-36, as the same may be amended from time to time.

(b) “**Area**,” when reference is made to a Unit or Units, means the total number of square feet of the ground or floor surface thereof, rounded to the nearest whole number ending in zero, and computed and determined as follows on the basis of dimensions shown on the Map. So long as it substantially complies with the provisions of this Section and is not arbitrary, Declarant’s determination of the Area of a Unit, as set forth in the Map shall be conclusive. In no event shall the total square footage of all Units exceed 12,108 square feet.

(c) “**Assessment**” means a General Assessment, a Special Assessment or a Default Assessment levied and assessed pursuant to Article VII below.

(d) “**Assessment Lien**” has the meaning given to that term in Section 7.05 below.

(e) “**Association**” means the association of Unit Owners known as the **Village Green Commercial Center Unit 10 Owners Association**, an unincorporated association of the Unit Owners, and its successors and assigns.

(f) “**Association Documents**” means this Declaration and the Bylaws, as the same may be amended from time to time.

(g) “**Building**” means Unit 10 as shown on Exhibit A or Units 10A through 10G, collectively, as they are contiguously situated and shown on the Map in Exhibit B.

(h) “**Bylaws**” means the bylaws of the Association, attached hereto and forming a part hereof as Exhibit C, as the same may be amended from time to time.

(i) “**Common Walls**” means the common walls separating the Units as depicted on the Map.

(j) “**Common Elements**” means the General Common Elements and the Limited Common Elements.

(k) “**Common Expenses**” means:

(i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements (except for such Common Elements as are separately maintained and repaired by Owners pursuant to the terms of this Declaration); (B) providing facilities, services and other benefits to Owners; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (E) regulating and managing the Condominium Project; and (F) operating the Association;

(ii) costs, expenses and liabilities agreed upon as Common Expenses by the Association or declared to be Common Expenses by this Declaration, the Act or the Association;

(iii) all sums lawfully assessed against the Owners; and

(iv) reserves for any such costs, expenses and liabilities.

(l) **“Condominium Project”** means the real estate condominium project created on the Land by this Declaration, consisting of the Units and the Common Elements, known as the Village Green Commercial Center Unit 10 Project.

(m) **“Condominium Unit”** means a Unit together with:

(i) the right to the exclusive use of the Limited Common Elements appurtenant to that Unit, if any;

(ii) the right to the nonexclusive use of the General Common Elements appurtenant to that Unit and the Condominium Project, if any; and

(iii) the membership in the Association appurtenant to that Unit.

(n) **“Declarant”** means Village Green Properties, LLC, a Utah limited liability company, and its successors and assigns.

(o) **“Declaration”** means this Declaration of Condominium of the Village Green Commercial Center Unit 10 Project, as the same may be amended from time to time.

(p) **“Director”** means a duly elected or appointed member of the Management Committee.

(q) **“First Mortgage”** means any Mortgage which is not subordinate to any other monetary lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(r) **“First Mortgagee”** means a Mortgagee under a First Mortgage.

(s) **“General Assessment”** has the meaning given to that term in Section 7.04 below.

(t) **“General Common Elements”** means all of the areas of the Condominium Project, other than the Units and the Limited Common Elements. Specifically, the General Common Elements shall include only the following:

- (i) the land included within the Condominium Project
- (ii) the Common Walls;
- (iii) all installations, improvements and equipment, including, without limitation, foundations, columns, girders, beams, supports, perimeter and supporting walls, utility systems, mechanical systems, sprinkler systems, exhaust, heating and ventilation systems, drainage facilities, pumps, motors, fans, compressors, ducts, and other apparatus and installations that directly service and benefit all Units;
- (iv) The Common Areas identified and described in Article II, § 6 of the Village Green Master Declaration.

(u) **“Guest”** means any employee, agent, independent contractor, lessee, customer or invitee of an Owner.

(v) **“Improvements”** means all of Unit 10, together with any other buildings, structures or other improvements (including, without limitation, all fixtures and improvements contained therein) located on the Land and within or upon which one or more Units or Common Elements are or will be located.

(w) **“Interest in Common Elements”** means the undivided interest in the Common Elements appurtenant to each Unit, determined in accordance with the provisions of Section 3.03 below.

(x) **“Land”** means the real property which Article II of this Declaration submits to the terms of the Act.

(y) **“Limited Common Elements”** means those areas of the Condominium Project, if any, designated by this Declaration or the Map as Limited Common Elements or Limited Common Areas, which abut a Unit for the exclusive use of such Unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other structural component, any portion of a mechanical system or any fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a part of that Unit, any portion thereof serving more than one Unit shall be part of the General Common Elements. Nonstructural walls located wholly within a Unit are a part of the Units in which they are located.

(z) **“Management Committee”** means the Association’s board of directors which shall also be and have all of the rights, duties and authority of the management committee described by the Act, except as otherwise expressly provided herein.

(aa) **“Map”** means the Condominium Plat entitled “_____”, executed and acknowledged by Declarant and recorded in the Office of the Utah County Recorder on _____ as Entry No. _____, in Book _____, at Page _____ of Plats, as such Condominium Plat may be amended or supplemented in accordance with law and the provisions hereof from time to time. A copy of the Map to be recorded is attached hereto as Exhibit B.

(bb) **“Mortgage”** means any mortgage, deed of trust or other document pledging any Condominium Unit or interest therein as security for payment of a debt or obligation.

(cc) **“Mortgagee”** means any Person named as a mortgagee or beneficiary in any Mortgage and any successor to the interest of any such Person under a Mortgage.

(dd) **“Owner”** means the Person who is the record holder of legal title to the fee simple interest in any Condominium Unit as reflected in the Utah County Records. If there is more than one record holder of legal title to a Condominium Unit, each record holder shall be an Owner. The term “Owner” includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in a Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such Person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(ee) **“Person”** means any natural person, corporation, partnership, limited liability company, association, trustee, governmental or quasi-governmental entity or any other entity capable of owning real property under the laws of the State of Utah.

(ff) **“Purchaser”** means a Person, other than Declarant, who acquires legal title to the fee simple interest in any Unit or portion thereof.

(gg) **“Share of Common Expenses”** means the share of Common Expenses allocated to each Unit in accordance with the provisions of Section 7.02 below.

(hh) **“Special Assessment”** has the meaning given to that term in Section 7.05 below.

(ii) **“Unit”** means a physical portion of the Condominium Project that:

(i) consists of one or more rooms or spaces located in one or more floors or parts of floors located in the Building, as designated on the Map; and

(ii) is designated for separate ownership and independent use.

(jj) **“Village Green Master Association”** is the Village Green Association created by and referred to in the Declaration of Easements, Covenants, Conditions and Restrictions relating to the Village Green Commercial Center, A Planned Development (Expandable), dated August 29, 1985, and recorded in the public land records of Utah County on

September 25, 1985, as Entry No. 27760 in Book 2248 at Page 397 and any amendments or supplements thereto.

(kk) **“Village Green Master Declaration”** is the Declaration of Easements, Covenants, Conditions and Restrictions relating to the Village Green Commercial Center, A Planned Development (Expandable), dated August 29, 1985, and recorded in the public land records of Utah County on September 25, 1985, as Entry No. 27760 in Book 2248 at Page 397 and any amendments or supplements thereto.

1.02 Gender and Number. Wherever the context of this Declaration so requires: (a) words used in the masculine gender shall include the feminine and neuter genders; (b) words used in the neuter gender shall include the masculine and feminine genders; (c) words used in the singular shall include the plural; and (d) words used in the plural shall include the singular.

ARTICLE II. SUBMISSION

2.01 Submission. There is hereby submitted to the provisions of the Act, as the Land associated with the Condominium Project, the following described parcel of real property situated in Utah County, State of Utah:

See Exhibit B attached hereto and incorporated herein by this reference.

TOGETHER WITH: (i) buildings, improvements, and structures situated on or comprising a part of the above-described parcel of real property, whether now existing or hereafter constructed; and (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said parcel, including those set forth in the subdivision plat of said parcel.

ALL OF THE FOREGOING IS SUBJECT TO: (a) any state of facts that an accurate and complete ALTA/ASCM survey (with all Table A items) or physical inspection of the property might disclose, (b) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (c) reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

THE CONDOMINIUM PROJECT IS ALSO MADE EXPRESSLY SUBJECT TO THE EFFECT OF that certain Declaration of Easements, Covenants, Conditions and Restrictions relating to the Village Green Commercial Center, A Planned Development (Expandable), dated August 29, 1985, and recorded in the public land records of Utah County on September 25, 1985, as Entry No. 27760 in Book 2248 at Page 397 and any amendments or supplements thereto, also known as the Village Green Master Declaration.

Pursuant to the above-referenced documents, the Owners and/or the Association may be assessed certain amounts related to the operation, management, ownership, and maintenance of

the Village Green Commercial Center, A Planned Development (Expandable) or the Village Green Master Association. Any such amounts billed to the Association shall be considered General Assessments under this Declaration.

2.02 Covenants Running with the Land. All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Declarant, the Owners, the Association, all other parties having any, right, title or interest in the Land or any portion thereof, and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

2.03 Statement of Intention. The condominium project to be created on the Land is hereby created pursuant to and shall be governed by the provisions of the Act.

ARTICLE III. BUILDING, UNITS, AND COMMON ELEMENTS

3.01 The Building. The Improvements included in the Condominium Project are now located on the Land. The significant Improvements contained in the Condominium Project include a one story building composed of wood and cement construction.

3.02 Units.

(a) Declarant hereby creates Units 10A, 10B, 10C, 10D, 10E, 10F and 10G. The Map shows each Unit, its location, and the dimensions from which its Area may be determined. Each Unit includes the Limited Common Elements, if any, located immediately adjacent to the Unit. Each Unit shall be benefited by easements as indicated on Exhibit A and/or the recorded plat(s) of the Village Green Commercial Center, A Planned Development (Expandable) of the Property that will provide the Owner of each Unit with certain easements on, over, across, under, and through portions of the Property for utilities and access. Each Unit shall be capable of being separately owned, encumbered and conveyed. Each Owner of a Unit shall be entitled to the exclusive ownership and possession of such Owner's Unit, subject to the terms and conditions of this Declaration.

(b) No Owner may alter its Unit, subdivide its Unit or relocate the boundaries between a Unit and an adjacent Unit, except as expressly provided by this Declaration and the Act.

(c) Except as expressly provided to the contrary in this Declaration, the Interest in Common Elements appurtenant to the Unit may not be partitioned or separated from the Unit or any part thereof; provided that this subparagraph shall not prejudice or otherwise affect the rights set forth in Article XIII and Article XIV of this Declaration in the event of casualty or condemnation.

(d) Notwithstanding anything to the contrary contained in paragraphs 3.02(b) and 3.02(c) above or elsewhere in this Declaration, the Owner of a Unit may construct partitions

within its Unit and lease separate portions of its Unit to one or more lessees if otherwise permitted by the Act or applicable law; provided, however, the Owner of a Unit may not assign all or any portion of the voting rights allocated to its Unit to any lessee to whom the Owner leases all or a portion of its Unit.

3.03 Interests in Common Elements. The Interests in Common Elements appurtenant to each Unit is as follows:

Unit 10A	56.75 %
Unit 10B	9.70 %
Unit 10C	6.67 %
Unit 10D	6.62 %
Unit 10E	6.55 %
Unit 10F	6.64 %
Unit 10G	7.07 %

The Interest in Common Elements shall have a permanent character and shall not be altered without the express consent of all Owners expressed in an amendment to this Declaration adopted as provided in Section 18.03 hereof.

3.04 Separate Taxation of Condominium Units. Pursuant to the Act, each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.05 Description of Condominium Units. Any deed, lease, mortgage, deed of trust, or other instrument conveying, encumbering or otherwise affecting a Unit shall describe the interest or estate substantially as follows:

Unit 10[individual Unit letter], contained within the Village Green Commercial Center Unit 10 Project, as the same is identified in the Condominium Plat recorded in Utah County, Utah, on _____, 2010 as Entry No. _____ (as said Condominium Plat shall have heretofore been amended or supplemented) and in the DECLARATION OF CONDOMINIUM – VILLAGE GREEN COMMERCIAL CENTER UNIT 10 PROJECT, recorded in Utah County, Utah on _____, 2010 as Entry No. _____, in Book No. _____ at Page _____ (as said Declaration may have heretofore been amended or supplemented); TOGETHER WITH an undivided ownership interest in said Project’s Common Elements that is appurtenant to said Unit as more particularly described in said Declaration.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Condominium Unit. Neither the Interest in Common Elements, nor the right of exclusive use of the Limited Common Elements, shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such Interest in the Common Elements and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

3.06 Interpretation. Reserved.

ARTICLE IV. THE ASSOCIATION

4.01 Formation of the Association. Upon recordation of this Declaration, the Association shall come in to existence.

4.02 Purposes and Powers.

(a) The Association's purposes are: (i) to manage, operate, insure, construct, improve, repair, replace, alter and maintain the Common Elements; (ii) to provide certain facilities, services and other benefits to the Owners; (iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; (v) to enter into agreements with other Persons, for facilities and services that serve the Association; (vi) to take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners; (vii) to regulate and manage the Condominium Project; and (viii) to execute and record, on behalf of all Owners, any amendment to this Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may: (i) take any and all actions that it deems necessary or advisable to fulfill its purposes; (ii) exercise any powers conferred on it by the Act or any Association Document; and (iii) exercise all powers that may be exercised in Utah by nonprofit corporations.

(c) Without in any way limiting the generality of paragraph 4.02(b) above, the Association may, but is not obligated to: (i) to the extent not provided by a public, quasi-public or private utility provider, provide certain facilities and services to the Owners, such as (A) water, sewer, propane, electric, cable television and other utility services, and (B) trash collection facilities and services; (ii) acquire, sell, lease and grant easements over, under, across and through Common Elements which are reasonably necessary to the ongoing development and operation of the Condominium Project; (iii) make capital improvements, repairs and replacements to Common Elements; and (iv) hire and terminate managers and other employees, agents and independent contractors.

4.03 Association Documents.

(a) This Declaration and the Map create the Condominium Project and the Association, and set forth certain covenants, conditions, restrictions, reservations, easements, assessments, charges and liens applicable to the Land. The Bylaws provide for the regulation and management of the Association. The parties reserve the right to enter into a separate operations agreement that will provide for the regulation and management of all or portions of the Condominium Project.

(b) If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Bylaws, the terms and conditions of this Declaration shall control.

4.04 Books and Records. The Management Committee, or manager, if any, shall keep detailed, accurate records in chronological order, of receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses and any other expenses incurred. Upon request, the Association shall allow Owners and Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

**ARTICLE V.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

5.01 Membership. Every Owner upon acquiring title to a Unit shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Association with respect to such Unit shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Unit.

5.02 Voting Rights in the Association. The total number of votes in the Association shall be 1,714. The number of votes appurtenant to each Unit is equal to the ratio between the Area of the Unit constructed thereon and the total aggregate area of all Units. The number of votes in the Association which is appurtenant to each Unit has been computed in this manner as follows:

Unit	Sq. Ft.	% of Total Sq. Ft.	Votes
10G	6871	56.75%	973
10F	1174	9.70%	166
10E	808	6.67%	114
10D	802	6.62%	114
10C	793	6.55%	112
10B	804	6.64%	114
10A	856	7.07%	121
	12108	100.00%	1,714

In utilizing the foregoing formula for determining the number of votes in the Association appurtenant to a Unit, minor adjustments have been made in some or all of the numbers of votes which result from a strict application thereof the purpose, but only for the purpose, of assuring that the total votes in the Association equal 1,714 and that no vote in the Association is divided into fractional parts.

5.03 Multiple Ownership Interests. In the event there is more than one Owner of a particular Unit, the votes relating to such Unit shall be exercised as such owners may determine among themselves, but in no event shall more than the total number of votes appurtenant to such Unit be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting or in

writing by another Owner of the same Unit, in which event no vote will be counted with respect to such Unit except to determine the presence or absence of a quorum.

5.04 Voting Rights in the Village Green Master Association. The total number of votes the Association has in the Village Green Master Association, voting as a unified collectivity under the auspices of Unit 10, Village Green Commercial Center, A Planned Development (Expandable), is 1,714 votes. Pursuant to Article IV, § 4 of the Village Green Master Declaration, individual Owners of Units may attend meetings of the Village Green Master Association and cast the number of votes allocated to them in section 5.02 of this Declaration. If, for any reason, the Village Green Master Association does not allow individual Unit Owners to cast their allocated votes at Village Green Master Association meetings, then the Management Committee or its designee is hereby appointed to attend such meetings on behalf of all Unit Owners and cast the 1,714 votes belonging to the Unit Owners as directed, in writing, by the Unit Owners in proportion to and in accordance with the number of votes belonging to each Unit.

ARTICLE VI. MANAGEMENT COMMITTEE

6.01 Number and Election of Directors. The Management Committee shall consist of three (3) Directors. The Owners of each Unit shall each select the Directors by a 67% majority vote as provided in the Bylaws. The initial Directors shall hold office until the election or appointment of their successors at the first annual meeting. Thereafter, subject to the terms and conditions of Sections 6.03 and 6.04 below, each Director will hold office for a term of one (1) year and the Owners shall appoint the Directors at the annual meeting.

6.02 Powers of the Management Committee.

(a) Except as provided in this Declaration and the Bylaws, the Management Committee may act on behalf of the Association in all instances.

(b) The Management Committee may not act on behalf of the Association to:
(i) amend this Declaration; (ii) terminate the Association, this Declaration or the Condominium Project; (iii) elect Directors to the Management Committee; or (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

(c) Any document or instrument that requires the signature of the Management Committee shall be signed by all Directors, which shall thereafter bind the Association.

6.03 Removal of Directors. Directors may be removed, with or without cause, by the Owners in the manner provided in the Bylaws.

6.04 Replacement of Directors. A vacancy on the Management Committee created by the removal, resignation or death of a Director shall be filled by a Director appointed by the Owners who shall appoint a new Director in the manner provided for in the Bylaws for the selection of

Directors. Any Director appointed pursuant to this Section 6.05 shall hold office for the remainder of the unexpired term of the Director that Director replaced.

6.05 Management Committee Liability. No Director shall be liable to the Owners for any mistake in judgment, for negligence, or on other grounds, except for such Director's own individual and willful misconduct or bad faith. The Owners and the Association shall indemnify and hold harmless each Director from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Association or Owners, unless such contract was made in bad faith or contrary to the provisions of the Act or this Declaration. The liability of an Owner arising out of the foregoing indemnification shall be limited to the total liability concerned multiplied by such Owner's Interest in Common Elements.

6.06 Manager. Village Green Properties, LLC shall act as the manager (the "Manager") of the Condominium Project to perform the duties of the Management Committee until Village Green Properties, LLC no longer owns any Units within the Project or Directors are selected by the Unit Owners in the manner provided in the Bylaws, whichever occurs first.

ARTICLE VII. ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.01 Obligations for Assessments.

(a) Each Owner, by accepting a deed to a Unit (regardless of whether it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Association all: (i) General Assessments; (ii) Default Assessments; and (iii) other charges, that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to this Declaration.

(b) Notwithstanding the definition of the term "Owner": (i) a Person who acquires a Unit in a foreclosure sale shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit on or after the date of the foreclosure sale; and (ii) a Person who acquires a Unit by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit on or after the date on which the Owner of the Unit executes the deed-in-lieu of foreclosure.

(c) No Owner shall be exempt from liability for any Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Unit against which such Assessments or other charges are made.

(d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the

grantor without prejudice to the grantee's rights to recover from the grantor the amount of the Assessment paid by the grantee.

(e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

7.02 Shares of Common Expenses. The Common Expenses shall be allocated to the Units as follows:

Unit 10A	56.75 %
Unit 10B	9.70 %
Unit 10C	6.67 %
Unit 10D	6.62 %
Unit 10E	6.55 %
Unit 10F	6.64 %
Unit 10G	7.07 %

7.03 General Assessments. The Management Committee, or Manager, as applicable, shall pay before delinquency all costs and expenses pertaining to the Condominium Project as required by this Declaration. Within thirty (30) days after receipt of a statement of an assessment for Common Expenses (a "General Assessment") by the Manager, each Owner shall pay the amount of such assessment to the Association. The amount of the General Assessment levied against a Unit shall be consistent with the allocation of costs set forth in Section 7.02 above. Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by the negligence or misconduct of an Owner or an Owner's Guest; or a violation of any covenant or condition of this Declaration by an Owner or an Owner's Guest, the Association may levy an Assessment for such Common Expense against such Owner's Unit. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any covenant or condition of any Association Document are each referred to herein as a "Default Assessment."

7.04 Estoppel Certificates; Notices to Mortgagees.

(a) The Association shall furnish to an Owner or to a Mortgagee or its designee upon written request, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within ten (10) calendar days after receipt of the request and is binding on the Association, the Management Committee and every Owner in favor of all Persons who rely upon such statement in good faith. If no statement is furnished to the Owner, the Mortgagee or their designee, then the Association shall have no right to assert the priority of its Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

(b) If a First Mortgagee delivers to the Association a written request for notice of unpaid Assessments levied against a Unit subject to a First Mortgage held by that First Mortgagee, the Association shall report to the First Mortgagee any unpaid Assessments levied against such Unit that remain unpaid for more than sixty (60) days after the same shall have become due. The First Mortgagee may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such First Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

7.05 Lien for Assessments. If any Owner fails to pay any Assessment within thirty (30) days after it is due, the Association shall have the right to place a lien on such delinquent Owner's Unit pursuant to the conditions set forth Utah Code Section 57-8-20, as may be amended or supplemented from time to time.

7.06 Fine. The Management Committee reserves the right to assess a fine against any Owner for a violation of any rules and regulations that may have been promulgated by the Management Agreement from time to time pursuant to the conditions set forth in Utah Code Section 57-8-37, as may be amended or supplemented from time to time.

7.07 Village Green Master Association Assessments. Any assessments made by the Village Green Master Association to Unit 10 under the Village Green Master Declaration for the Village Green Commercial Center, A Planned Development (Expandable) shall be considered General Assessments under section 7.03 of this Declaration. All Owners shall be jointly and several responsible for any and all of Unit 10's obligations under the Village Green Master Declaration. The Village Green Master Association will not be required to collect dues or assessments from any individual Owner, and if Unit 10's payments are not timely made by the Association, all property within Unit 10, including Units 10A through 10G, is subject to lien as set forth in the existing Village Green Master Declaration.

ARTICLE VIII. UTILITY AND OTHER SERVICES

The gas and power services to each Unit are separately metered. The sewer and water services to each Unit are metered together, and paid by the Village Green Master Association. Each Owner may contract and install any additional utility service to its Unit through the Limited Common Elements appurtenant to its Unit. Each Owner shall pay its own costs for such utility service and such costs shall not be part of the Common Expenses.

ARTICLE IX. MAINTENANCE OF COMMON ELEMENTS AND UNITS

(a) Maintenance of Common Elements. Except as otherwise provided in this Declaration or the Village Green Master Declaration, the Association, or its duly designated agent, shall maintain the General Common Elements owned by the Association in good order and condition and shall otherwise manage and operate the General Common Elements as it deems necessary or appropriate. Each Owner, at its sole cost and expense, shall maintain the Limited Common Elements, if any, appurtenant to its Unit. The Management Committee shall

have the irrevocable right to have access to each Unit and appurtenant Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of the General Common Elements owned by the Association or for making emergency repairs necessary to prevent damage to the General Common Elements or to another Unit or Units. In addition, the Association shall ensure that all interior General Common Elements, if any, are sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium Project. In addition, each Owner shall maintain its side of the Common Walls in good, condition and order. Each Owner shall have the right to enter upon the other Owner's Unit, upon reasonable notice except in the event of an emergency, to inspect, repair, maintain, and restore the Common Walls. In the event any Owner fails to maintain its side of the Common Walls, the Association or the other Owner may maintain, repair and restore the Common Walls and the costs to inspect, maintain, repair, and restore the Common Walls shall be a General Assessment

9.02 Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its respective Unit and all structural elements, utility facilities, lines, ducts, and other such apparatus (including all fixtures located therein) serving solely such Unit, including, the roof and roof membrane, and all fixtures and surface applications, landscaping, and other installations. The Association shall have no obligation regarding maintenance, repair or care which is required to be accomplished by any Owner.

9.03 Mechanic's Liens and Indemnification. No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner or an agent, contractor or subcontractor of an Owner shall be the basis either for filing a lien against the Unit of any other Owner not expressly requesting or consenting to the same, or against the Common Elements. Notwithstanding the foregoing, labor performed or materials furnished for the Common Elements, if authorized by the Owners, the Manager or the Management Committee in accordance with this Declaration, the Bylaws, or the Act, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for filing a lien pursuant to applicable law. Payment for any such lien shall be made as provided in the Act. Each Owner shall indemnify and hold harmless each of the other Owners and any Mortgagee from and against all liability arising from any claim or lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or supplies incorporated in the Owner's Unit at the Owner's request.

ARTICLE X. COVENANTS, CONDITIONS AND RESTRICTIONS

10.01 Applicability of Covenants, Conditions and Restrictions. Except as otherwise provided in this Declaration, the covenants, conditions and restrictions set forth in this Article XI shall apply to all Units and Common Elements.

10.02 Association Documents. Each Owner shall strictly comply with, and shall require its Guests to comply with; all provisions of the Association Documents that apply to such Owner or such Owner's Unit.

10.03 Notice of Conveyance, Assignment or Encumbrance. Promptly after a conveyance of a fee simple interest in a Unit or portion thereof, the grantee shall furnish a copy of the conveyance deed to the Association. Promptly after an encumbrance of a fee simple interest in a Unit or portion thereof, the Owner shall furnish the Association with a copy of the Mortgage creating the encumbrance.

10.04 Use of Common Elements. All Owners and their Guests may use the General Common Elements and the Limited Common Elements designed to serve their Units for the purposes for which such Common Elements are intended. Notwithstanding the preceding sentence, neither an Owner nor a Guest may use any Common Element in any manner that unreasonably interferes with, hinders or encroaches upon the rights of other Owners in and to the Common Elements. Without limiting the generality of the foregoing, no Owner shall cause, or permit its Guests to cause, waste to any Common Element.

10.05 Alterations.

(a) Except as otherwise expressly provided in this Declaration, an Owner of a Unit may not make (i) any improvement or alteration to a Common Element, or (ii) any improvement or alteration to its Unit that affects any Common Element or any other Unit, without the prior written consent of the Association. No Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Condominium Project, reduce its value or impair any easement or hereditament, without in any such obtaining the prior written consent of each Owner. No Owner shall do any work or make any alterations or changes which would reduce the value of the Condominium Project or impair any easement or hereditament, without in every case first obtaining the prior written consent of the Association.

(b) Without limiting the generality of paragraph 10.05(a) above, an Owner of a Unit may not, without the prior written consent of the Association, install or erect any improvement, mechanical system or fixture that either: (i) protrudes beyond the boundaries of the Owner's Unit; or (ii) is located wholly outside the Owner's Unit (even if located within a Limited Common Element that is assigned to solely the Owner's Unit).

(c) Notwithstanding paragraph 10.05(a) above, an Owner who owns adjoining Units may remove or alter any intervening partition, even if the partition in whole or in part is a Common Element, with the prior approval of the Management Committee, if those acts do not jeopardize the soundness or safety of the Condominium Project, reduce its value or impair any easement or hereditament, or impair the structural integrity, electrical systems, or mechanical systems or lessen the support of any portion of the Condominium Project and otherwise comply with the Act, this Declaration, and all applicable laws, codes and regulations.

(d) Any Owner or combination of Owners that make any changes or alterations to the exterior of a Unit or Common Elements, shall ensure that the colors chosen are uniform and consistent with the existing exterior colors of all other Units in the Condominium Project and the Village Green Commercial Center as a whole.

10.06 Nuisances, Hazardous Activities and Unsightliness.

(a) No Person shall conduct any activity on the Land which creates a nuisance.

(b) No Person shall conduct any activity on the Land which is or might be hazardous to any Person or property.

(c) No unsightliness shall be permitted at the Land.

(d) Normal construction activities shall not be considered to violate the terms and conditions of this Section 10.06.

10.07 Signs.

(a) No signs whatsoever shall be erected or maintained on the Land, except signs required by legal proceedings and those permitted or approved by this Declaration or the Management Committee.

(b) Without limiting the generality of the foregoing, no "For Sale" or "For Rent" signs shall be displayed on the exterior or interior of a Unit, except that a limited amount of signage may be permitted in accordance with reasonable rules and regulations established by the Association with respect to the type and location of such signs.

10.08 Compliance with Laws. Nothing shall be done or kept at the Land in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority.

10.09 Compliance with Insurance. Except as may be approved in writing by the Association, nothing shall be done or kept at the Land that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance. Activities incident to or necessary for the conduct of commercial operations shall not violate the terms of this Section 10.09 even if such activities result in an increase in rates of insurance.

10.10 Subdivision, Rezoning and Timesharing.

(a) No Unit may be subdivided; unless the subdivision has been approved by 100 percent of the votes allocated to all Units at a duly convened meeting of the Association and has received all applicable governmental and quasi-government approvals.

(b) No application for rezoning any portion of the Land, and no applications for variances or use permits, shall be filed with any governmental or quasi-governmental authority, unless the proposed rezoning has been approved by 100 percent of the votes allocated to all Units at a duly convened meeting of the Association (or pursuant to written consents in lieu of such a meeting) and the uses that would be permitted under the rezoning comply with this Declaration.

(c) No Owner shall offer or sell any interest in any Unit under a "timesharing" or "interval ownership" plan or similar plan.

10.11 Deliveries, Trash Removal and Other Services.

(a) By acceptance of a deed to a Unit, an Owner agrees that all deliveries and all trash removal services, and other such services to that Owner or its Unit, shall be effected at a location or locations designated by the Association or the Village Green Master Association from time to time for such purposes. Unless otherwise directed by the Association, Owners of all Units and their Guests shall place all trash and other waste from the Units in receptacles which are located in the Condominium Project and designated for that purpose.

(b) Owners shall not, and shall not permit their Guests, to litter. No burning of trash, garbage or other waste materials will be permitted at the Land.

ARTICLE XI. EASEMENTS AND RESERVATIONS

11.01 Association's Easement.

(a) The Association shall have a general easement over, across, through and under each Unit and each Common Element to: (i) exercise any right held by the Association under this Declaration; and (ii) perform any obligation imposed upon the Association by this Declaration.

(b) Notwithstanding the foregoing, the Association shall not enter any Unit without reasonable prior notice to the Owner thereof, except in cases of emergency.

11.02 Entry in Aid of Other Rights. There shall be an easement in favor of each Owner to enter in and upon the Common Elements and Units with workers, materials and tools to the extent, at the time, and for the periods reasonably necessary to enable an Owner to access Limited Common Elements appurtenant to such Owner's Unit or Units isolated from public access or via Common Areas and to otherwise perform all of the construction, maintenance, inspection, repair, and replacement required of such Owner hereunder or necessary to the operation of the said Owner's Unit. Notwithstanding the foregoing and except when access is required on an emergency basis, any access may be limited to such reasonable times as the Owner of an affected Unit or the Management Committee may designate

11.03 Easements for Encroachments. In the event that any portion of the General Common Elements, a Limited Common Element, Unit and/or the Building encroaches or comes to encroach on the General Common Elements, a Limited Common Element, and/or another Unit, as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the foregoing, an easement is created hereby and shall exist so long as such encroachment exists, but such easement shall not relieve an Owner of liability in the case of willful misconduct.

11.04 Emergency Access Easement. Declarant hereby grants a general easement to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Land in the proper performance of their duties.

11.05 Pedestrian Access Easements. Declarant hereby grants any nonexclusive access easement for the benefit of the general public over and across any and all roads, streets, plazas, courtyards, paths, pathways, sidewalks and boardwalks located outside of the Building and on the Land.

ARTICLE XII. INSURANCE

12.01 Commercial General Liability Insurance. Each Owner shall obtain and maintain one or more policies of commercial general liability insurance insuring the Owner, against general liability and claims arising in connection with the ownership, existence, use or management of the Common Elements, in an aggregate amount that is not less than \$2,000,000, or such greater amount as the Management Committee deems appropriate. Such insurance shall cover claims of one or more insured parties against other insured parties. Any insurance policies obtained and maintained by an Owner pursuant to this Section 12.01 shall endorse the Association and the other Owners as an additional insured.

12.02 Property Insurance. Each Owner shall obtain and maintain a master or blanket policy of property insurance coverage for no less than the full insurable replacement cost of all of such Owner's Unit, including the Common Elements located thereon or necessary for the maintenance of the Unit (including all Common Walls), subject to reasonable deductibles and exclusive of land, excavations, foundations and similar items normally excluded from property insurance policies. The policy shall contain each of the following features, to the extent that such features are, in the reasonable discretion of the Management Committee, available at reasonable cost: (i) an agreed-amount endorsement or its equivalent; (ii) an increased-cost-of-construction endorsement or a contingent-liability-from-operation-of building-laws endorsement or their equivalent; (iii) an extended-coverage endorsement; (iv) vandalism and malicious mischief coverage; (v) a special-form endorsement; and (vi) a determinable-cash-adjustment clause or a similar clause to permit cash settlement covering full value of the Common Elements in case of partial destruction and a decision not to rebuild.

12.03 Release / Waiver of Subrogation. The Association, the Declarant, and each Owner hereby waive any right of recovery against the other(s) and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Declaration to be maintained) with respect to the Unit and the Common Facilities or any operation therein. If any such policy of insurance relating to this Declaration or to the Unit does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

12.04 Primary Coverage. Each Owner's policy shall be primary and non-contributing as to such damage to such Owner's Unit.

12.05 Personal Property. In addition, each Owner shall have the right to separately insure its personal property against loss by fire or other casualty. In addition, any Improvements made by

an Owner within its Unit may be separately insured by the Owner. All such insurance that is individually carried must contain a waiver of subrogation rights by the insurer as to other Owners, the Association, Declarant, and Mortgagees.

12.06 Combined Insurance. If at any time and for any reason it is not reasonably possible to obtain separate casualty insurance coverage relative to each Unit, the Association shall obtain insurance coverage covering all structures and equipment located on the Land under a single policy which otherwise meets the requirements of this Article 12. If for any of the foregoing reasons the Association obtains insurance covering all structures and equipment, then concurrently with payment by the Association of the cost of such insurance, and upon the Association's demand, Owners of the Administrative Unit and the Industrial Unit shall reimburse the Association for that part of said total cost as is fairly allocable to the Administrative Unit or the Industrial Unit respectively. In determining what part of total insurance cost is fairly allocable to a Unit, consideration shall be given to the respective replacement values of those structures and items of equipment which are contained in each of the Units, any different insurance risk factors that may apply thereto, and the like. If any reimbursement to the Association is called for by the foregoing provisions of this paragraph is not paid when due by the Owner of a Unit, the Association may levy a Default Assessment against such Owner.

12.07 Governmental Entity. If any Owner is a governmental or quasi-governmental entity, such Owner may satisfy its insurance obligations through self-insurance or other risk management program.

12.08 Provisions Control. The terms and conditions of this Article 12 shall govern and control the relationship between the Owners and shall take precedence over any conflicting provision set forth in the Act.

ARTICLE XIII. CASUALTY

13.01 Total or Partial Destruction of the Condominium Project. If there is a total or partial destruction of the Condominium Project or any Unit, the Condominium Project and/or the Unit shall be promptly rebuilt or repaired in accordance with the Act, unless:

(a) the Condominium Project is terminated in accordance with Section 17.02 hereof;

(b) repair or replacement would be illegal under any state or local statute governing health or safety;

(c) seventy-five percent (75%) or more of the Building is destroyed or substantially damaged, and the Owners, by a vote of at least seventy-five percent (75%) of the Interests in Common Elements, do not voluntarily, within 100 days after the occurrence of such damage, make provision for reconstruction, and the Management Committee shall record, in the Utah County Records, a notice, in accordance with the Act, thereby subjecting the Condominium Project to an action for partition and sale; or

(d) the Owners, by a vote of at least seventy-five percent (75%) of the Owners of the Interests in Common Elements, elect to sell or otherwise dispose of the Condominium Project in accordance with the Act.

13.02 Excess Insurance Proceeds. If the entire Condominium Project is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium Project, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units that are not rebuilt must be distributed to the Owners of those Units, or to Mortgagees, as their interests may appear, and the remainder of the proceeds, if any, must be distributed to all the Owners or Mortgagees, as their interests may appear, in proportion to the Interests in Common Elements of all the Units.

13.03 Casualty to a Unit. Each Owner shall repair or replace any damage to or destruction to its Unit and the Common Elements located therein, as soon as is reasonably practical after such damage or destruction occurs.

ARTICLE XIV. CONDEMNATION

15.01 Condemnation of All Units. If the entire Condominium Project is taken by condemnation, eminent domain or similar proceeding, the Condominium Project shall terminate as of the date of the taking and any condemnation award payable in connection therewith shall be paid to the Association and then disbursed by the Association to the Owners in proportion to their Interests in Common Elements.

15.02 Condemnation of Less Than All Units. If less than the entire Condominium Project is taken by condemnation, eminent domain or similar proceeding, then any condemnation award payable in connection therewith shall be paid to the Owners of the Units as their interests may appear. The allocation of any condemnation award to the Owners shall be consistent with the terms of Utah Code Section 57-8-32.5, as may be amended or supplemented from time to time.

15.03 Condemnation of Common Elements. If any portion of the Common Elements is taken by condemnation, eminent domain or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Association and then disbursed by the Association to the Owners in proportion to their Interests in Common Elements.

ARTICLE XV. MORTGAGEE PROTECTIONS

15.01 Benefit of Mortgagees. This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

15.02 Notice of Actions. If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

- (a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;
- (b) any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of First Mortgagees as set forth in this Article; and
- (e) any judgment rendered against the Association.

A general request from a First Mortgagee requesting notice from the Association with respect to each of the foregoing matters shall be deemed a sufficient request for notice with respect to all such matters and notice shall be provided by the Association with respect to each such matter.

15.03 Consent Required. Notwithstanding anything to the contrary contained in this Declaration, the Association may not take any of the following actions without the consent of all First Mortgagees:

- (a) by act or omission seek to abandon or terminate the Condominium Project, except after condemnation or substantial casualty;
- (b) except as provided herein for condemnation or casualty, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Unit;
- (c) subdivide, partition, or relocate the boundaries of any Unit;
- (d) abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Declaration shall not be deemed transfers);
- (e) use property insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of such Common Elements, except as provided by this Declaration; or
- (f) merge the Condominium Project with any other common interest community.

15.04 Notice of Objection. Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty days following the receipt of notice of such proposed amendment

or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

15.05 First Mortgagee's Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Elements. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) A First Mortgagee shall be entitled to cure any delinquency of the Owner of a Unit encumbered by its First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

15.06 Limitations on First Mortgagee's Rights. No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Owners or the Management Committee;

(b) prevent the Association or the Management Committee from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article XII above.

**ARTICLE XVI.
ENFORCEMENT AND REMEDIES**

16.01 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Elements shall be enforceable by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by the Association by: (i) a proceeding for injunctive relief; (ii) a suit or action to recover damages; or (iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs.

(c) In addition to the rights and remedies described in paragraph 16.01(b) above, if an Owner fails to strictly perform or observe any covenant or condition to be performed or observed by such Owner under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefore from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, an amount not to exceed \$100 for each violation. The Owner shall pay any such fine to the Association within thirty days after the Owner receives written invoice therefore from the Association.

(iii) With respect to an Owner's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

16.02 Attorneys' Fees. In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

16.03 Interest. If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of eighteen percent (18%) per annum, or such other rate as the Management Committee may establish from time to time, from the due date of such unpaid amount until the date paid.

16.04 Right to Notice and Hearing. Whenever an Association Document requires that an action be taken after "notice and hearing," the matter shall be heard by the Management Committee.

16.05 Non-Waiver. Failure by the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XVII. TERM AND AMENDMENTS

17.01 Term. The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Land until the Declaration is terminated pursuant to Section 17.02 below.

17.02 Termination. Subject to the rights of Mortgagees under Article XVI above, the Owners may terminate the Condominium Project and this Declaration, by the vote of 100 percent of the votes allocated to all Units. If the necessary votes are obtained, the agreement of the Owners to terminate the Condominium Project and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the Act. Upon recordation of the termination agreement in the Utah County Records, the Condominium Project shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved.

17.03 Amendments. Except as otherwise expressly provided in this Declaration or the Act, and subject to the rights of Mortgagees under Article XVI above, Owners may amend any provision of this Declaration at any time by a unanimous vote of the Owners. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be Recorded in the Utah County Records.

ARTICLE XVIII. MISCELLANEOUS

18.01 Interpretation of the Declaration. Except for judicial construction, the Association, by its Management Committee, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and the provisions hereof.

18.02 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

18.03 Disclaimer of Representations. Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Condominium Project can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subject to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, that such use will continue in effect.

18.04 Reference to Declaration and Deeds. Deeds to and instruments affecting any Unit or any other part of the Condominium Project may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his heirs, executors, administrators, successors and assigns.

18.05 Successors and Assigns of Declarant. Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder on the

condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

18.06 Captions and Titles. All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

18.07 Exhibits. All exhibits attached to this Declaration are a part of, and are incorporated into this Declaration.

18.08 Governing Law. This Declaration shall be governed by and construed in accordance with Utah law.

18.09 Notices. Any notice, demand, request, consent or approval that an Owner or the Association desires or is required to give to the Association or an Owner under this Declaration shall be in writing and shall be served personally, delivered by messenger or courier service (such as Federal Express or any other overnight delivery service), or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the other party at the party's address for notices. Notices delivered personally will be effective immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Section 18.09 will be effective three (3) days after mailing. The Association or an Owner may change its address for notices hereunder by a notice to Association or the other Owners, as appropriate. The address for notice to each Owner shall be the address of the Unit owned by that Owner. The address for the Association, the Management Committee and the Directors shall be the addresses of both Units.

18.10 Incorporation by Reference of the Village Green Master Declaration. The terms and conditions of the Village Green Master Declaration are hereby incorporated into this Declaration as though fully set forth herein.

18.11 Conflicts With Village Green Master Declaration. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Village Green Master Declaration, the terms and conditions of the Village Green Master Declaration shall control.

Declarant has caused its name to be signed by the signature of a duly authorized officer as of the day and year first written above.

VILLAGE GREEN PROPERTIES, LLC,
a Utah limited liability company

By:  _____

Its: Manager _____

STATE OF Utah)
) ss:
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 12 day of November, 2010, by John Traveled, in the capacity indicated.

Notary Public: Kelley Jensen

Residing At: American Fork UT

My Commission Expires: 5-30-2012

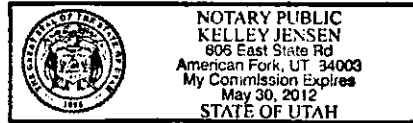


EXHIBIT A

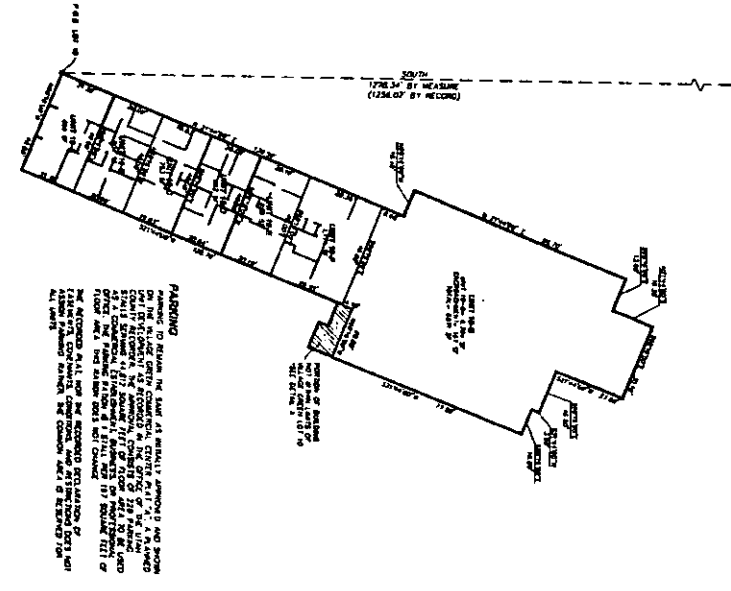
Legal Description of Unit 10
and Unit 10 As Shown on Village Green Commercial Center Plat A PUD

Lot 10 of Village Green Commercial Center Plat A, as recorded in the office of the Utah County Recorder at Entry #27759. Dated September 25, 1985

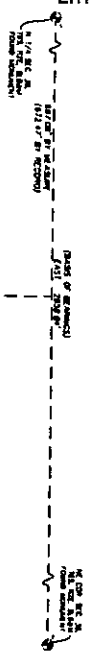
"Village Green Commercial Center Unit 10 Project" Plat Map

ENT 100640:2010 PG 29 of 34

VILLAGE GREEN PROPERTIES
 PLAT "A"
 ADDRESS: 1075 NORTH 200 WEST
 PROVIDO, UTAH COUNTY, UTAH
 NE1/4 SEC. 24, T18 N2E, S18E4M

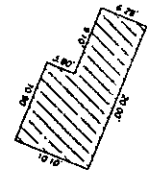


PARKING
 PARKING TO REMAIN THE SAME AS EXISTING. APPROX. 10 AND 20 SPACES TO BE PROVIDED FOR THE VILLAGE GREEN COMMERCIAL CENTER PLAT "A". A PARKING LOT TO BE PROVIDED FOR THE VILLAGE GREEN COMMERCIAL CENTER PLAT "A". THE PARKING LOT TO BE PROVIDED FOR THE VILLAGE GREEN COMMERCIAL CENTER PLAT "A". THE PARKING LOT TO BE PROVIDED FOR THE VILLAGE GREEN COMMERCIAL CENTER PLAT "A".



PROJECT SITE

VICINITY MAP



DETAIL - "A"
 (NOT TO SCALE)
 DIMENSIONS SHOWN BY COORDINATE POINTS
 AREA: 10.00' x 10.00'

NOTES
 1. THE BOUNDARIES OF THE PLAT SHALL BE CONSIDERED AS SHOWN ON THIS PLAT. THE BOUNDARIES OF THE PLAT SHALL BE CONSIDERED AS SHOWN ON THIS PLAT. THE BOUNDARIES OF THE PLAT SHALL BE CONSIDERED AS SHOWN ON THIS PLAT.



H&H ENGINEERING AND SURVEYING, INC.
 1075 NORTH 200 WEST
 PROVIDO, UTAH 84403

SURVEYORS CERTIFICATE
 I, the undersigned, being duly sworn, depose and say that the foregoing plat map was prepared by me or under my direct supervision and to the best of my knowledge and belief it is true and correct. I am a duly licensed and qualified surveyor in the State of Utah. My commission expires on the 31st day of December, 2011.

BOUNDARY DESCRIPTION
 The boundary of the project site is described as follows: Beginning at the intersection of the center line of the north-south line of Section 24, Township 18 North, Range 4 East, and the center line of the east-west line of Section 18, Township 18 North, Range 4 East, and thence south 89 degrees 59 minutes 59 seconds west 100.00 feet to a corner, and thence north 89 degrees 59 minutes 59 seconds east 100.00 feet to another corner, and thence north 0 degrees 00 minutes 00 seconds east 100.00 feet to a third corner, and thence south 89 degrees 59 minutes 59 seconds west 100.00 feet to the starting point.

ACKNOWLEDGMENT
 I, the undersigned, being duly sworn, depose and say that the foregoing plat map was prepared by me or under my direct supervision and to the best of my knowledge and belief it is true and correct. I am a duly licensed and qualified surveyor in the State of Utah. My commission expires on the 31st day of December, 2011.

ACCEPTANCE BY AVANOR
 I, the undersigned, being duly sworn, depose and say that the foregoing plat map was prepared by me or under my direct supervision and to the best of my knowledge and belief it is true and correct. I am a duly licensed and qualified surveyor in the State of Utah. My commission expires on the 31st day of December, 2011.

VILLAGE GREEN PROPERTIES
 PLAT "A"
 ADDRESS: 1075 NORTH 200 WEST
 PROVIDO, UTAH COUNTY, UTAH
 NE1/4 SEC. 24, T18 N2E, S18E4M

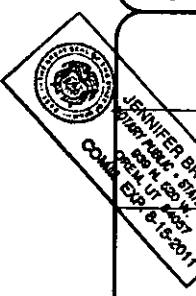


EXHIBIT C

**BYLAWS OF THE
VILLAGE GREEN COMMERCIAL CENTER UNIT 10 OWNERS ASSOCIATION**

**ARTICLE 1.
DEFINITIONS**

1.01 Declaration. As used herein, "Declaration" means the Declaration of Condominium for the Village Green Commercial Center Unit 10 Project, as recorded in the Official Records of Utah County, Utah.

1.02 Other Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.
OFFICES**

The Association is an unincorporated association with its principal office located at 1675 North Freedom Blvd, Provo, Utah.

**ARTICLE 3.
VOTING, QUORUM, AND PROXIES**

3.01 Voting. Votes shall be allocated as set forth in Article V of the Declaration.

3.02 Quorum. Except as otherwise required by law or by the Declaration, the presence in person or by proxy of Owners entitled to vote more than sixty-seven percent (67%) of the total votes of the Owners shall constitute a quorum.

3.02 Proxies. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.03 Majority Votes. At any meeting of the Owners, if a quorum is present, the affirmative vote of 67% of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

**ARTICLE 4.
ADMINISTRATION**

4.01 Annual Meeting. The annual meeting of the Owners shall be held at a time designated by the Management Committee in the month of November in each year, or at such other date

designated by the Management Committee, beginning with the year 2010, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings. Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by any Director.

4.03 Place of Meeting. The Management Committee may designate the Association's principal offices or any place within Utah County, Utah, as the place for any annual meeting or for any special meeting of the Owners called by the Management Committee. Such meeting may also take place by telephone if so designated by the Management Committee, provided that each Owner can hear each other Owner.

4.04 Notice of Meeting. Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by registered or certified mail to each Owner not less than five nor more than thirty days before the date of the meeting.

4.05 Informal Action by Owners. Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5. MANAGEMENT COMMITTEE

5.01 Number and Election of Directors. There shall be three Directors of the Association. Each Director shall be appointed, elected, and removed by a 67% majority vote of all outstanding votes. If a 67% majority vote of all outstanding votes cannot be obtained for the appointment or election of each Director then the three candidates receiving the highest number of all outstanding votes cast shall be appointed and elected Directors. A 67% majority vote of all outstanding votes shall always be required for the removal of any Director. The three Directors of the Association shall serve as its Management Committee.

5.02 Resignations; Vacancies. Any Director may resign at any time by giving written notice to the other Directors or to all Owners. Such resignation shall take effect at the time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Management Committee (by reason of resignation or death) shall be filled by majority vote as provided in section 5.01 of these Bylaws. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly appointed and qualified.

5.03 Regular Meetings. Regular meetings of the Management Committee may be held at such places within or outside the State of Utah or by telephone, provided that each Director can hear each other Director, and at such times as the Management Committee from time to time by majority vote may determine upon the giving of at least five days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at

such Director's address as it appears on the books of the Association. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required. Any business may be transacted at a regular meeting. The regular meeting of the Management Committee may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Management Committee is elected.

5.04 Special Meetings. Special meetings of the Management Committee may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by any Director, upon the giving of at least three (3) days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

5.05 Quorum. The presence of two Directors shall constitute a quorum for the transaction of business. When a quorum of two is present at any meeting, both directors' unanimous action shall decide any question brought before the Directors at such meeting. When all Directors are present, action by two of the Directors shall decide any question brought before such meeting.

5.06 Waiver of Notice. Before, at, or after any meeting of the Management Committee, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Management Committee shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

5.07 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 6. OFFICERS AND AGENTS

6.01 General. The Association shall have no officers, but all business of the Association shall be transacted by and conducted through its Directors, which Directors shall constitute the Management Committee of the Association. The signature of at least two Directors shall be necessary to bind the Association as to any action taken by the Association. If any action or duty is required of any officer of the Association, by law, the Declaration or these Bylaws, the Directors shall have full power and authority to effectuate and perform such action.

ARTICLE 7. MAILING ADDRESS; LIEN HOLDERS

7.01 Registration of Mailing Address. If a Unit is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the Directors of the Association within ten (10) days after transfer of title, or after a change of address. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit.

7.02 Liens. Any Owner who mortgages or grants a deed of trust covering his Unit shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

7.03 Address of the Association. The address of the Association shall be 1675 North Freedom Blvd, Provo, UT. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 8. SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the Mortgagee any and all rights, privileges and powers that they have as Owners under these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the Mortgagee with the Directors of the Association. A release of the Mortgage covering the subject Unit shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 9. AMENDMENTS

9.01 By Directors. Subject to the approval of the Owners as provided in Section 9.02 below and except as limited by law, the Declaration, or these Bylaws, the Management Committee shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Management Committee or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

9.02 Owners. Subject to any rights conferred upon first Mortgagees in the Declaration, the Owners may, by unanimous vote, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

**ARTICLE 10.
MISCELLANEOUS**

10.01 Fiscal Year. The fiscal year of the Association shall be a calendar year.

10.02 Other Provisions. The Declaration contains certain other provisions relating to the administration of the Condominium Project, which provisions are hereby incorporated herein by this reference.