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DECLARATION OF CONDOMINIUM

OF

MIRA VISTA CONDOMINIUMS
(an expandable condominium)

American Fork, Utah

ENT 123173:2001 PG 1 of 36
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Nov 27 11:45 am FEE 108.00 BY 95
RECORDED FOR PAJELA, CSILLA

THIS DECLARATION is made this 14 day of Nov, 2001 by Mira Condominiums Development, L.L.C., a Utah limited liability company, (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act.

RECITALS

A. Declarant is the owner of that certain real property situated in the City of American Fork, County of Utah, State of Utah, and more particularly described on Exhibit A.

B. Declarant intends to construct improvements and units upon said real property in accordance with the plans and drawings contained in the Record of Survey Map filed for record contemporaneously herewith.

C. As part of the improvements to be constructed, Declarant intends to construct a central facility units of which Declarant shall retain ownership. Such central facility units shall contain rooms and facilities which Declarant shall own, lease and operate but which the Unit Owners will be entitled to use on a fee or other basis.

D. As part of the improvements to be constructed, Declarant intends to construct certain rooms and facilities which shall be Common Areas which the Unit Owners shall be entitled to use in accordance with this Declaration.

E. Declarant desires, by filing this Declaration and the Record of Survey Map, to submit said real property and all improvements now or hereafter constructed hereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project to be known as the Mira Vista Condominiums.

F. Declarant intends to sell to various purchasers the fee title to the Individual Units contained in the Project, together with the undivided percentage ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

DECLARATION

NOW THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

ARTICLE I.

DEFINITIONS

When used in this Declaration (including that portion hereof captioned "Recitals" and in the By-laws hereinafter set forth) the terms used shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context otherwise requires.

1.1. Act shall mean and refer to the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated 1953 as the same may be amended from time to time.

1.2. Association of Unit Owners or the Association shall mean and refer to the Mira Vista Condominium Owners Association, Inc., a Utah non-profit corporation.

1.3. Bylaws shall mean and refer to that portion of the Declaration denominated as the Bylaws of the Association.

1.4. Central Facility Unit(s) shall mean and refer to the Unit designated and shown on the Map for Phase I as Unit 160. During the construction of the subsequent phases of the Condominiums, additional Central Facility Units may be constructed and shall be numbered as units 161 through 166 on the 1st floor and Units 260 through 263 on the second floor. In the Central Facility Units are located various rooms and facilities including the kitchen and dining rooms, indoor pool, therapy room and other offices and rooms. The Central Facility Units shall consist of such Central Facility Units themselves together with the undivided interest in and to the Common Areas and Facilities pertaining to such Central Facility Units. It is acknowledged that such Central Facility Unit shall be separately owned by Declarant or its assigns. The Central Facility Units are rooms and facilities which are not Common Areas as hereafter defined, but which the Unit Owners shall have the ability to use and utilize upon a fee basis as set by Declarant. Mechanical equipment and appurtenances located within the Central Facility Unit or located without the Central Facility Unit, but in either event designated or designed to serve only the Central Facility Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like shall be considered part of the Central Facility Unit. All decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate wallpaper, paint, flooring, carpeting and tile of the portions of the Central Facility Unit shall be part of the Central Facility Unit. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Central Facility Unit or serving only the Central Facility Unit and any other property of any kind, including fixtures and appliances within the Central Facility Unit, except the Common Areas thereof, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Central Facility Unit is located shall be considered part of the Central Facility Unit.

1.5. Common Areas or the Common Areas and Facilities shall mean and refer to and include:

1.5.1. The real property which is submitted by this Declaration to the terms of the Act, including all easements and appurtenances.

1.5.2. Those Common Areas and Facilities and Limited Common Areas and Facilities specifically set forth and designated as such on the Map.

1.5.3. All exterior walkways, streets, yards, gardens, fences, open parking spaces, sewer and water services, installation of central services such as power, light, gas, heating and air conditioning, and all apparatus and installations existing for common use.

1.5.4. Those portions of the Project that are designated by Declarant on the Map or on the rooms and facilities themselves as the lobby, library, arts & crafts room, meeting room and television room, together with such accesses thereto through the Common Areas as shall be reasonably necessary to access such Common Areas from the other common hallways and entrances of the Condominium Project.

1.5.5. The foundations, columns, girders, beams, supports, main walls, exterior walls, walls separating or dividing Units, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of the building.

1.5.6. All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

1.5.7. All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

1.6. Common Expenses shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-laws, such rules, regulations, and other determinations and agreements pertaining to the Condominium Project as the Management Committee, the Unit Owners, or the Association as hereinafter mentioned, may from time to time adopt.

1.7. Condominium Project or Project shall mean and refer to the Mira Vista Condominiums as the same may exist from time to time.

1.8. Declarant shall mean and refer to the Mira Condominiums Development, L.L.C., a Utah limited liability company, its successors and assigns.

1.9. Declaration shall mean and refer to this Declaration. This declaration has been drafted to comply with the requirements of the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated 1953. Any ambiguities, omissions, and/or conflicts shall be construed to comply with the provisions of said Act.

1.10. Individual Unit or Units mean and refers to one of the living Units in the Project intended for independent residential use as defined in the Act and as shown in the Map together with the undivided interest in and to the Common Areas and Facilities pertaining to that Unit. Such Individual Units in Phase I are numbered 102 through 122 on the 1st floor and 213 through 224 on the second floor. The Individual Units for the subsequent phases shall be number 101 through 111 and 123 through 153 on the 1st floor and 201 through 212 and 225 through 256 on the second floor. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of the interior structural walls, the exterior walls and the walls dividing Units, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit or serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

1.11. Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Declaration and shown on the Map as reserved for use of certain Unit or Units to the exclusion of other Units. Limited Common Areas include parking spaces specifically assigned to the Central Facility Unit Owners.

1.12. Management Committee or Committee shall mean and refer to the Committee as provided in the Declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property.

1.13. Member shall mean and refer to an Owner as a member of the Association.

1.14. Mortgage shall mean a recorded first mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

1.15. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a Deed of Trust which is defined as a Mortgage hereunder.

1.16. Property shall mean and refer to the real property described in Exhibit "A", the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

1.17. Record of Survey Map, Survey Map or Map shall mean and refer to (a) the Record of Survey Map filed concurrently herewith with the Utah County Recorder entitled "Mira Vista Condominiums, American Fork, Utah County, Utah," executed and acknowledged by Declarant,

consisting of five (5) sheet(s) prepared by a duly registered Utah land surveyor, as said Map may hereafter be modified, supplemented, or amended in accordance with law and the provisions hereof; and (b) any subsequent Records of Survey Map filed with respect to any subsequent phases of the Mira Vista Condominiums, as the same shall be filed, modified, supplemented, or amended in accordance with law and the provisions hereof.

1.18. The Tract or Entire Tract shall mean and refer to the tract of land situated in Utah County, State of Utah, together with all appurtenances thereto described in Exhibit "A", together with any other property annexed into the Project as provided in the Declaration.

1.19. Unit shall mean either the Central Facility Unit or an Individual Unit. Units shall mean both the Central Facility Unit and the Individual Units.

1.20. Unit Number shall mean and refer to the number thereof which designates an Individual Unit or Central Facility Unit on the Map.

1.21. Unit Owner or Owner shall mean and refer to the person or persons owning the fee simple interest in a Unit. The Declarant shall be deemed to be the Owner of all completed but unsold Units. In the event a Unit is the subject of an executory contract of sale, the buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

ARTICLE II.

PROPERTY DESCRIPTION AND SUBMISSION

2.1. The Submission Declarant hereby submits to the provisions of the Act the Property which is described on Exhibit A. Such Property is and shall be held, transferred, sold, conveyed, leased, rented and occupied subject to the provisions of this Declaration.

2.2. Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through, and under the above described Tract and any improvements (other than buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant: (a) to construct and complete each and all of the improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (b) to construct and complete on the Property and to improve portions of the Property with such other additional improvements, structures, facilities, or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deems to be necessary or appropriate, and (c) such marketing, sales, management, promotional or other activities designed to accomplish or facilitate the management of the Common Areas or the sale of the Units hereof. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance

with their terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

2.3. Division into Individual Units and Central Facility Units. The Project is hereby divided into twenty-three (23) Individual Units as set forth on the Map, each such Individual Unit consisting of an Individual Unit and an appurtenant undivided percentage interest in and to the Common Areas and Facilities as set forth on Exhibit C attached hereto and by reference incorporated herein, and one (1) Central Facility Unit as set forth on the Map consisting of such Central Facility Unit and an appurtenant undivided percentage interest in and to the Common Areas and Facilities as set forth on Exhibit C. It is acknowledged that the undivided percentage interest in the Common Areas is based upon the ratio of the square footage of each Individual Unit or each Central Facility Unit, as applicable, to the total square footage of all Units at this time in the Project. It is further acknowledged that as additional land and Units are added to the Project the undivided interest in the Common Areas as set forth on Exhibit C shall be amended and adjusted to conform to the ratios that shall then exist after taking into account the total square footage of all Units including those additional Units added on the additional land.

2.4. Reservation on Option to Expand. Declarant hereby reserves an option to expand the Project, pursuant to the applicable provisions of the Condominium Ownership Act of the State of Utah and the provisions of this Declaration. This option relates to the additional land described on Exhibit B attached hereto and by reference incorporated herein and which consists of the additional lands to be added as Phases II through IV. This Option may be exercised any time within a period of seven (7) years from recordation of the Declaration. The exercise of Declarant's option to include the additional land in the Project does not and shall not require the consent of any Unit Owners. There are no limitations or assurances in the exercise of the option as to the following:

- a. Whether all or part of the additional land is included;
- b. Whether portions of the additional land are added at different times and the order in which such portions may be added;
- c. As to the location of improvements on the additional land;
- d. As to any description or limitation on other improvements made on the additional land;
- e. As to the types, sizes and maximum number of limited common areas which may be created, and
- f. As to the compatibility of the structures erected on any portion of the additional land in terms of quality of construction, principal materials used or architectural style other than that all Units and structures erected on any portion of the additional land added to the Project will be generally compatible with the Units on the land originally within the Project in terms of quality of construction, principal materials and architectural style except that the Central Facility Units shall differ in style, layout and materials to the extent necessary to perform their

functions and to be used for the purposes for which they are intended such as a kitchen, dining area, therapy pool, etc.

The maximum number of Units that may be created on the additional land are eighty-six (86) Individual Units and (10) Central Facility Units bringing the total including the Phase I Units to one hundred nine (109) Individual Units and eleven (11) Central Facility Units. The maximum number of Units that may be added in each Phase are as follows:

<u>Phase</u>	<u>Individual Units</u>	<u>Central Facility Units</u>
Phase II	31	9
Phase III	23	1
Phase IV	32	0

The maximum percentage of the floor area that may be created on the additional land as a percentage of the entire floor area of the Project which is not restricted exclusively to residential use (which is attributable to the square footage of the Central Facility Units in Phases II and III) is 8.476%

ARTICLE III.

IMPROVEMENTS

3.1. Description of Improvements. The improvements included in the Project are now or will be located on the Tract, and all of such improvements are described on the Map. The Map indicates the Individual Unit Numbers which are to be contained in the building and indicates the Central Facility Unit Numbers, the dimensions of the Units, and other significant facts relating to the building(s), Units and the Common Areas.

3.2. Description of Building and Improvements. The building upon final completion will consist of a single building composed of a central region in which the Central Facility Units are located with four wings or spokes off the corners of such central region in which the Individual Units are located. Even though the building will ultimately consist of a single building the construction of the building shall be completed in phases. Phase I comprises one of such spokes or wings. The building is two story wood frame construction, with exterior of stone and stucco, and with a pitched roof with asphalt shingles.

3.3. Central Facility Unit. The Central Facility Units are located generally in the central region of the building and include an indoor pool, therapy room, dining room, kitchen, multi-purpose room, offices, which may include a doctor's office and home health office, and other rooms and offices, all of which are not part of the Common Areas.

3.4. Individual Units. Each Individual Unit has a combination living room/dining room/kitchen area, one or two bedrooms and one bath. The sizes of the Individual Units are between approximately 662 square feet and 1131 square feet. The size and configuration of the Individual Units are as shown on the Map.

3.5. Description of Units. The Map shows the Number of the Central Facility Unit, its location, dimensions from which its area can be determined and any Limited Common Areas reserved for its uses. The Map shows the Unit Number of each Individual Unit, their locations, dimensions from which their areas may be determined, and the Limited Common Areas, if any, which are reserved for their use. The Map also shows the Common Areas of the Project. The Individual Units and the Central Facility Units shall be legally designated and described by their Unit numbers.

3.6. Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither the Ownership of undivided interests in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

3.7. Legal Description of a Unit. Each conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Utah County, Utah and in substantially the following form:

Unit ____ shown in the Record of Survey Map for the Mira Vista Condominiums appearing in the Records of the County of Utah, in Book _____ Page _____ of Plats, and as defined and described in the Declaration of Condominium, appearing in such Records in Book _____ Page _____ of Records. This conveyance is subject to the provisions of the aforesaid Declaration of the Mira Vista Condominiums.

Such descriptions will be construed to describe the Unit together with an undivided interest in and to the Common Areas as the same is established and identified in the Declaration and Map referred to herein above, and to incorporate all the rights incident to Ownership of such Unit and all the limitations of such Ownership as described in this Declaration.

ARTICLE IV.

EASEMENTS

4.1. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas or upon any adjoining Unit or Units, an easement for such encroachment and for maintenance shall and does exist. Such encroachment shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction

of the building(s) on the Tract, construction of the Units or Common Areas, by error in the Map, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

4.2. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable rights, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas of another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of the Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of the Unit Owners, shall be an expense of all the Unit Owners and assessed proportionately; provided, that if such damage is the result of negligence of the Owner of the Unit, then such Owner shall be financially responsible for all such damage. This provision shall be collected by the Committee by assessment pursuant to the Declaration.

4.3. Right of Ingress, Egress and Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his or her Unit, and to the Limited Common Areas designated for use in connection with his or her Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

4.4. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

4.5. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the Tract for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewer, gas, telephone, electricity, and other utility services.

ARTICLE V.

NATURE AND INCIDENTS OF OWNERSHIP

5.1. Holding Title. Title to a Unit shall be in fee simple and may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

5.2. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership

described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to each Unit, shall always be conveyed, devised, encumbered, Leased, rented and otherwise effected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, lease, rental or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, conveyance, lease or rental respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

5.3. Undivided Interest in Common Areas. Each Owner of a Unit shall have, for each Unit so owned, the undivided ownership interest in and to the Common Areas set forth in Exhibit C.

5.4. Membership in Association. Each Owner shall be a Member of the Association of Unit Owners. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from the Unit to which it is appurtenant.

5.5. No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.

5.6. Use of Common Areas and Limited Common Areas. Subject to the limitations contained in the Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein or on the Map for exclusive use by such Unit.

5.7. Unit Maintenance.

5.7.1. The Owner of the Central Facility Units shall be obligated, at its sole cost and expense, to provide adequate janitorial and similar cleaning services to keep the Individual Units in a clean and sanitary condition. In the event an Individual Unit shall require janitorial services which exceed the usual and customary janitorial services of the other Individual Units, such additional or excessive services shall be paid for separately by the Unit Owner.

5.7.2. Each Owner shall, at his or her own cost and expense, maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior walls, trim and interior surfaces of the walls, ceilings, floors and windows and doors forming the boundaries of his or her Individual Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition, each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his or her Individual Unit. Maintenance of the Individual Units may be satisfied by contracting for the same upon a fee basis with the Declarant, the Owner of the Central Facility Units, the Association or other third parties.

5.7.3. The Owner of the Central Facility Unit shall, at its own cost and expense maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior

walls, trim and interior surfaces of the walls, ceilings, floors and windows and doors forming the boundaries of the Central Facility Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition, the Owner of the Central Facility Unit shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with the Central Facility Unit. The Owner of the Central Facility Unit shall not be required to maintain the Common Areas located in or adjacent to the Central Facility Unit at the cost and expense of the Owner of the Central Facility Unit but such Common Areas shall be maintained by the Association, and the expense thereof shall be Common Expenses, or if such Common Areas are maintained by the Owner of the Central Facility Unit the cost and expense of maintenance of such Common Areas by the Owner of the Central Facility Unit shall be Common Expenses to be repaid or reimbursed by the Association to the Owner of the Central Facility Unit. Maintenance of the Central Facility Unit may be satisfied by contracting for the same upon a fee basis with the Association or other third parties.

5.8. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his/her Unit in a clean and sanitary condition at all times. The Association shall be responsible for the repair and maintenance of the Limited Common Areas.

5.9. Duty of Owner to Pay Taxes on Unit Owned. Each Owner shall pay and discharge any and all real estate taxes and assessments which may be assessed against such Owner relative to his or her Unit.

5.10. Duty to Pay Association Assessments. Each Unit Owner is obligated to pay and discharge all assessments and charges levied by the Association as set forth herein.

5.11. Duty to Provide Age Verification Information. Each Owner and occupant of an Individual Unit and each prospective Owner and occupant of an Individual Unit upon acquiring such ownership of or taking occupancy in an Individual Unit agrees to provide the Management Committee with verification of the age of each occupant of an Individual Unit at such time or times as the Management Committee shall request. Within ten (10) days of any such written request from the Management Committee, each Owner shall provide the Management Committee with verification of the age of each occupant thereof. Such verification may be by any of the following:

- (a) driver's license;
- (b) birth certificate;
- (c) passport;
- (d) immigration card;
- (e) military identification; or
- (f) any other state, local, national, or international official documents containing a birth date of comparable reliability.

5.12. Duty to Comply with Age 55 or Over Requirements. If as a result of an Age 55 Occupant (as hereafter defined) moving from an Individual Unit (except where the Age 55 Occupant temporarily moves from the Individual Unit for a period of not more than 3 months with the intention to return) or as a result of the death of an Age 55 Occupant, such Individual Unit no longer is occupied by an Age 55 Occupant, and if as a result of such death or moving of an Age 55 Occupant, less than eighty percent (80%) of the Individual Units are occupied by at least one Age 55 Occupant, then within thirty (30) days of the death or moving of such Age 55 Occupant from the Individual Unit, the Owner of such Individual Unit shall either sell the Individual Unit so that it can be occupied by an Age 55 Occupant, or shall rent the Individual Unit so that it is occupied by an Age 55 Occupant. Notwithstanding the foregoing the Owner shall not be required to comply with the obligation to sell or rent the Individual Unit in order to satisfy the requirements of this Section if within such thirty (30) day period another Individual Unit which previously did not have an Age 55 Occupant shall be sold or rented such that it is occupied by an Age 55 Occupant thereby satisfying the requirement that eighty percent (80%) of the Individual Units be occupied by an Age 55 Occupant. It is the intent of this Section that the Individual Unit or Units which have the most recent change in its occupancy such that they are not occupied by at least one Age 55 Occupant and which thereby cause the percentage of Individual Units of the Project occupied by at least one Age 55 Occupant to be less than eighty percent (80%) shall be required to change their ownership, rental or occupancy to bring the Condominium Project into compliance as provided herein.

5.13. Lease. An Owner may lease or rent the Individual Unit or Units owned by such Owner. Any such lease or rental shall be in writing and shall be subject to the terms and provisions of this Declaration.

ARTICLE VI.

RESTRICTIONS

6.1. Central Facility Unit Use. The Central Facility Unit is intended to be used for uses and services which are consistent and compatible with or related or a corollary to the residential use of the Individual Units, including but not limited to: kitchen and dining facilities, indoor pool, therapy room, doctors office and facilities, home health office and facilities, meeting rooms, library, arts & crafts, and other similar types and kinds of uses and services which are supportive of the use of the Individual Units as a residential housing project for persons fifty-five years of age or older.

6.2. Residential Use of Individual Units for Older Persons It is intended that the Individual Units of the Condominium Project be a residential housing project for persons fifty-five (55) years of age or older and that the Individual Units be used as residences for such persons. Not less than eighty percent (80%) of the Individual Units shall be occupied by at least one person who is fifty-five (55) years of age or older (hereafter any person satisfying such requirement shall be referred to as an Age 55 Occupant). Only the Owner, a tenant of the Owner, the spouse of an Owner Tenant, and their children or grandchildren who are at least 19 years of age or older shall

be permitted to occupy or reside in each Individual Unit. These restrictions shall not be deemed to prevent:

6.2.1. occupancy by employees of the Condominium Project (and their family members) who are under age 55 provided that the employees provide substantial duties related to the management or maintenance of the Project or the services provided to the Owners thereof;

6.2.2. occupancy by persons who are necessary to provide reasonable accommodation to disabled Owners or residents and who are under age 55; nor

6.2.3. any Owner or occupant of an Individual Unit from entertaining guests of any age in his or her Individual Unit, including temporary residency not to exceed three (3) months.

The number of persons who can reside in the Individual Units and their relationships to each other shall be in accordance with the American Fork City Zoning Ordinance. Furthermore, the right to reside in the Individual Units shall be subject to the provisions set forth in this Section as well as the duty and responsibility to comply therewith as set forth in Sections 5.11 and 5.12.

6.3. Restrictions on Sale of Individual Units. The Owner of an Individual Unit shall be entitled to sell such Individual Unit, provided that such sale shall be to a prospective Owner who is or intends to be or whose spouse is or intends to be an Age 55 Occupant of the Individual Unit or if the Owner intends to lease or rent the Individual Unit intends to lease or rent to a person or persons one of whom is an Age 55 Occupant so as to comply with the provisions of Section 6.2 above. In the event an Owner of an Individual Unit shall have received an offer to purchase the Individual Unit which the Owner desires to accept, then the Owner shall notify the Association of the name and age of the prospective purchaser(s) and the name and age of each individual who intends to occupy the Individual Unit, the purchase price and all other relevant terms of the sale. The Association shall have the right and option for a period of thirty (30) days to elect to purchase such Individual Unit upon the same terms, provisions and conditions as the offer of the prospective purchaser except that closing shall not be less than thirty (30) days after the date of the election by the Association to so purchase and the Association shall have the right to undertake reasonable due diligence with respect to the purchase of such Individual Unit. The election to purchase the Individual Unit shall be made by the Management Committee; provided, however, that if any special assessment shall be necessary to effectuate such purchase, such special assessment shall be subject to the provisions of Section 11.5. The Association's right to purchase may only be exercised in order to insure owner-occupancy of the Individual Unit or to insure that a person of the age of 55 years or older is the Owner or occupant of the Individual Unit. Accordingly, if an individual who is over the age of 55 years or whose spouse is over the age of 55 years and who intends to reside in the Individual Unit is a prospective purchaser, the Association shall not have the right to purchase the Individual Unit as provided herein. However, the Association shall still be entitled to the notice of such prospective sale as provided herein in order to verify compliance with the provisions of this Declaration.

6.4. Restrictions Concerning Common Areas. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent

of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon consent of the Management Committee.

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6.5. Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner. Each Owner shall indemnify and hold the Management Committee and other Owners harmless against all loss resulting from any such damage or waste caused by his or her invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project, provided, however, this shall not be deemed to preclude Declarant's use of the Central Facility Unit in accordance with the foregoing provisions of this Declaration.

6.6. Animals. No livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that household pets may be kept in Units, subject to strict observances of rules and regulations adopted by the Management Committee.

6.7. No Violation of Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and the Common Areas as adopted from time to time by the Management Committee.

6.8. Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee.

6.9. Declarant's Right to Sell Units. Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant, the Management Committee, nor the Association shall interfere with the completion of the Units and Common Areas and the sale of the remaining Units, including but not limited to, the maintenance of a sales office, the showing of the Units and the display of signs.

6.10. Signs. Except as provided in the preceding section, no signs or other advertising shall be displayed which are visible from the exterior of any Unit or on the Common Areas,

including "For Sale" signs, except in conformity with the rules and regulations promulgated by the Management Committee.

6.11. Recreational Vehicle Parking. No recreational vehicles or boat parking is presently provided within the Project. The parking in the Project of such recreational vehicles or boats either by the Owners or their guests, invitees, lessees or assigns is expressly prohibited unless and until such time as parking specifically designated therefor is provided. Suitable off-site parking must be arranged by any recreational vehicle or boat owner, unless and until such time as parking, specifically designated for such personal property, is provided.

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ARTICLE VII.

INSURANCE

7.1. Hazard Insurance. The Association shall procure and maintain, from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the Units, Common Areas and Limited Common Areas, including any building service equipment, and any common personal property and supplies owned by the Association, with either a Replacement Cost Endorsement or a Guaranteed Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, an Inflation Guard Endorsement, if available, and such other endorsements as the Association shall deem necessary. Such policy or policies shall provide for deductibles which shall not be greater than the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the face amount of the policy. Such insurance policy or policies shall name the Association as insured and shall afford protection against loss or damage by fire and other hazards that are normally covered by the standard extended coverage endorsement, and by vandalism, malicious mischief, and such other risks as are normally covered by the standard "all risk" or Cause of Loss-Broad Form policy of insurance. The Policy shall provide that it may not be canceled or substantially modified by the insurer unless it gives at least ten (10) days' prior written notice thereof to each insured.

7.2. Liability Insurance. The Association shall procure and maintain from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports a policy or policies (herein called the "Policy") of public liability insurance to insure the Association, the Board, the Manager and employees of the Association and the Owners against claims for bodily injury and property damage arising out of the operation, maintenance and use of the Common Areas, any activities thereon, and any conditions of the Common Areas under a Comprehensive General Liability form of policy. Such insurance shall be for such limits as the Association may decide, but not less than \$1,000,000 for personal injury and property damage arising out of a single occurrence which coverage shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for the property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use to the Common Areas. The Policy shall

contain an endorsement which shall preclude the insurer from denying the claim of any Owner because of the negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insureds, as between themselves, are not prejudiced. The Policy shall provide that it may not be canceled or substantially modified by the insurer unless it gives at least ten (10) days' prior written notice thereof to each insured.

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7.3. Fidelity Insurance. The Association shall procure and maintain from a company or companies holding a general policyholder's rating of B or better or a financial rating of Class VI or better from Best's Insurance Reports a policy or policies of blanket fidelity insurance to protect against dishonest acts on the part of any trustee, officer, manager, agent, employee or other person who administers, handles, or is otherwise responsible for the funds of the Association. Such policy or policies shall name the Association as the obligee, shall provide coverage for the maximum sum of funds, including reserves, which will be in the possession or custody of the Association at any time the policy is in force, but in no event less than three (3) months assessment on all Lots, plus reserves. The policy or policies shall provide that they may not be canceled or substantially modified by the insurer unless it gives at least ten (10) days prior written notice thereof to each insured. The policy shall contain a waiver of any defense for persons who serve without compensation. In the event the Association shall engage the services of a management agent who shall administer, handle or be responsible for the funds of the Association, then the Association shall require such management agent to provide a policy or policies of fidelity insurance which shall provide the same insurance coverage as required of the Association by this Section.

7.4. Worker's Compensation. The Association shall carry worker's compensation and employer's liability insurance and other similar insurance with respect to all employees of the Association in the amounts and in the forms now or hereafter required by law.

7.5. Additional Insurance. The Association may also procure such additional insurance which shall insure the Common Areas, the Association or the Owners and others against such additional risks as may be customarily insured against in connection with condominium projects similar in construction, nature and use to the Project or as the Association shall otherwise deem advisable.

7.6. General Requirements. Each policy of insurance obtained by the Association shall be written by insurers licensed in the State of Utah. If reasonably possible, each policy of insurance to be obtained by the Association shall provide:

7.6.1. a waiver of the insurer's right of subrogation against the Association, Owners, and their respective trustees, directors, officers, agents, employees, invitees and tenants;

7.6.2. that it cannot be canceled, suspended or invalidated or otherwise prejudiced due to the conduct of any Owner or Owners, but only due to the conduct of the Association, and then only after the Association shall have failed to cure or correct the defect within a reasonable time after a written demand to so cure or correct; and

7.6.3. that any "no other insurance" clause shall not apply to any insurance maintained individually by any Owner.

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7.7. Owners' Insurance. Each Owner shall obtain such insurance, at his or her own expense, providing coverage on Owner's personal property and Owner's personal liability and covering such risks as Owner may deem appropriate. Each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies of the Association, the other Owners, and the trustees, directors, officer, servants, employees, agents, invitees or tenants of any of them, if such insurance can be obtained in the customary practice without substantial additional premium charge for the waiver of rights of subrogation.

ARTICLE VIII.

DAMAGE AND DESTRUCTION

8.1. Damage to Project. In the event the damage to or destruction of part or all of the improvements in the Project, the following procedures shall apply:

8.1.1. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out as soon as reasonably possible.

8.1.2. If less than seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, then restoration shall be carried out as soon as reasonably possible, and upon approval of at least fifty percent (50%) of the Unit Owners, all Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

8.1.3. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if the proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, and if, within one hundred (100) days after the destruction or damage, seventy-five percent (75%) of the Unit Owners elect to repair or reconstruct the affected improvements, then restoration shall be carried out as soon as reasonably possible, and the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

8.1.4. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if, within one hundred (100) days after the destruction or damage, the Unit Owners do not and by a vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with Utah County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of Utah Code Annotated Section 57-8-31(1) through (4) shall apply and govern the rights of all parties having an interest in the project or any of the Units.

8.2. Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made regarding the extent of the damage to or destruction of Project's improvements, shall be made by three (3) qualified appraisers selected by the Management Committee. The decision of any two (2) such appraisers shall be conclusive.

PURSUANT TO THE PROVISIONS OF SECTION 57-8-15 OF THE ACT, THE PROVISIONS SET FORTH IN ARTICLES IX, X AND XI ARE THE BY-LAWS OF THE ASSOCIATION.

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BY-LAWS

ARTICLE IX.

THE MANAGEMENT COMMITTEE

9.1. Status and General Authority of Committee. Except as hereinafter provided, the Condominium Project shall be managed, operated and maintained by the Management Committee as agent for the Association of Unit Owners. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have, and is hereby granted, the following authority and powers:

9.1.1. The authority without the consent of the Unit Owners or of any other person(s), except Mortgagees, if required by the terms of their Mortgage, to grant or create on such terms as it deems advisable, utility and similar easements over, under, across and through the Common Areas.

9.1.2. The authority to execute and record, on behalf of all Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment as hereinafter set forth.

9.1.3. The power to sue and be sued.

9.1.4. The authority to enter into contract relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Unit Owners, as set forth herein, which is necessitated by the subject matter of the agreement has been obtained.

9.1.5. The power and authority to convey or transfer any interest in real property, so long as the vote or consent, as set forth herein, which is necessary under the circumstances have been obtained.

9.1.6. The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property so long as such action has been authorized by any vote or consent, as set forth herein, which is necessary under the circumstances.

9.1.7. The power and authority to add any interest in real property obtained pursuant to Section 9.1.6 to the Project, so long as such action has been authorized by the necessary vote or consent as set forth herein.

9.1.8. The power and authority to maintain the Units on a fee basis as provided in Section 5.7(a) or to perform any of the obligations of Declarant as provided herein in the event the Declarant shall agree or elect not to perform such obligations.

9.1.9. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its function or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

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9.1.10. The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Association, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

9.2. Composition of Committee, Election, Vacancy.

9.2.1. Declarant's Control. Until the first to occur of (a) the expiration of four (4) months following the date that seventy-five percent (75%) of the Individual Units have been conveyed to Unit Owners other than Declarant or (b) the date which is three (3) years after the first Individual Unit is conveyed to a Unit Owner other than Declarant, the Management Committee shall be composed of three (3) members, none of whom need be Owners, selected by Declarant. Declarant may waive the foregoing right at any time prior to the occurrence of either or both of the aforesaid events by (i) notifying Unit Owners in writing of such waiver of the right, and (ii) filing for record in the Office of the Utah County Recorder a written notice of waiver of the right, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded by Declarant. In the event a Committee seat which was filled by a Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacant seat.

9.2.2. Subsequent to Declarant's Control. After the occurrence of either of the events described in Section 9.2.1, the Management Committee shall be composed of three (3) members, with one (1) Committee member elected for a one year term, one (1) member for a two year term, and one member for a three year term. The terms of for any successor members of the Management Committee shall be three (3) years. Members shall serve on the Committee until their successors are elected. Only Unit Owners or spouses of Unit Owners and officers, directors,

agents, and employees of Owners other than individuals shall be eligible for Committee Membership. At the annual meeting each Unit Owner may vote the number of Units owned by such Owner in favor of as many candidates or Committee Memberships as there are seats on the Committee to be filled. In the event of a vacancy, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

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9.3. Manner of Action. The act of the majority of the members of the Committee shall be the act of the Committee, unless the vote of a greater number is required by the Declaration, the Act, the Articles of Incorporation or these By-Laws.

9.4. Rights and Duties. The Management Committee, subject to the rights and duties of the Unit Owners, the Association, this Declaration, and By-laws regarding Project maintenance as provided herein shall be responsible for the general management of the Project. It is understood that the Committee has the obligation to maintain the Common Areas of the Project, including, without limitation, the Common Areas which form, comprise and surround the Units.

9.5. Right of Delegation to Manager. The Management Committee may carry out any of its functions which are capable of delegation through a manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

9.6. Payment of Services, Etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project, whether such Committee or by any person or entity with whom it contracts. The Management Committee may obtain and pay for the operation of the Project or the enforcement of this Declaration. It is recognized that the Committee may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project whether such personnel are furnished or employed directly by the Management Committee.

9.7. Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and the benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Such interest shall not be transferable except with the transfer of a Unit, and such beneficial interest may in no event be reserved, by the transferor of a Unit.

9.8. Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties

established in this Declaration and By-laws. The Management Committee may suspend any Owner's voting rights at the meeting of Unit Owners during any period or such periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owners under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligation or to obtain damages for noncompliance, all to the extent provided by law.

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9.9. Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas requiring expenditure in excess of \$3,000.00 without the prior approval of the Unit Owners holding a majority of the voting power.

9.10. Additional Management Committee Rights. The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

9.11. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Association and the Unit Owners from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of having been a member of the Management Committee, or by reason of any action alleged to have been taken or omitted to have been taken as a member of such Management Committee, and shall reimburse each such person for all legal and other expenses reasonably incurred in connection with any such claim or liability, including power to defend such person from all suits or claims; provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her own fraudulent or criminal misconduct.

ARTICLE X.

ASSOCIATION

10.1. Voting Rights. Each Unit Owner shall be entitled to one (1) vote for each square foot of the Unit or Units owned by him or her as shown on the Map and as set forth on Exhibit C.

10.2. Multiple Owners of a Unit. In the event there is more than one Owner of a Unit, the vote relating to such Unit shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the number of votes appurtenant to such Unit as determined under Section 10.1 be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any 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.

10.3. Annual Meeting. The first annual meeting of the Association shall be held on the earlier of (a) the first Tuesday of the fourth month following the date that seventy-five percent (75%) of the Individual Units have been conveyed to a Unit Owner other than Declarant, or (b) the date which is three (3) years after the first of the Individual Units is conveyed to a Unit Owner other than Declarant. If the day fixed for the annual meeting shall be a legal holiday, the meeting shall be held on the next succeeding business day. At such annual meetings there shall be elected members of the Management Committee, as needed, pursuant to the provisions of this Declaration, and financial reports and budgets shall be presented, as well as other business of the Association properly placed before the Association.

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10.4. Special Meetings. Special meetings of the Association may be called by the President, or by not less than thirty-five percent (35%) of the members.

10.5. Place of Meeting. The Management Committee may designate any place, within the State of Utah as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all members may designate any place, within the State of Utah, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be at the principal office of the Association in the State of Utah.

10.6. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting, or in the case of a meeting called to increase the maximum annual assessment or to make certain special assessments in accordance with the Declaration, such notice shall be delivered not less than thirty (30) days before the date of the meeting, either personally or by mail, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

10.7. Quorum. The presence, in person or by proxy, of the members who are entitled to cast a majority of the votes of the Association shall constitute a quorum; provided, however, if a quorum for such a meeting is not present and if another meeting is called, on at least thirty (30) days advance written notice and is held within sixty (60) days of the first meeting, then the required quorum at such subsequent meeting shall be one-half the required quorum at the preceding meeting. If less than the required quorum of the members are represented at a meeting, the chairman of the meeting or a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

10.8. Voting. If a quorum is present, the affirmative vote of a majority of the votes, present at the meeting or represented by proxy, shall be the act of the Association, unless the vote

of a greater number is required by the Act, the Articles of Incorporation, these By-Laws or the Declaration in which case it shall require the affirmative vote of such greater number.

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10.9. Proxies. At all meetings of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association at least three (3) days before the date of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise permitted in the act and so provided in the proxy.

10.10. Consent Equivalent to Vote. In those cases in which the Act or this Declaration require the vote of a stated percentage of the vote of the Unit Owner's or of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who hold at least the necessary percentage of the vote or of the undivided ownership interest.

10.11. Officers. The officers of the Association shall be a president, a vice president, a treasurer, and a secretary, and such assistant treasurers, assistant secretaries, or other officers as may be elected or appointed by the Management Committee. Any two or more offices may be held by the same person except the offices of president and secretary.

10.11.1. Election and Term of Office. The officers of the corporation shall be elected annually by the Management Committee at a meeting of the Management Committee held after each annual meeting of the Association. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices filled by the Management Committee. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

10.11.2. Removal. Any officer or agent elected or appointed by the Management Committee may be removed by the Management Committee whenever in its judgment the best interests of the Association would be served thereby.

10.11.3. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Management Committee. He or she shall have such duties and powers generally vested in similar Associations and such other powers and duties as may be prescribed by the Management Committee.

10.11.4. Vice President. In the absence of the president or in the event of his or her inability or refusal to act, the vice president shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned to him by the President or by the Management Committee.

10.11.5. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Management Committee and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the Management Committee.

10.11.6. Secretary. The secretary shall keep the minutes of the meetings of the Management Committee and the Association; see that all notices are duly given in accordance with the provisions of the Declaration, the By-Laws or as required by law; be custodian of the books and records of the Association; keep a register of the post office address of each member which shall be furnished to the secretary by such member; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or the Management Committee.

ARTICLE XI.

ASSESSMENTS

11.1. Agreement to Pay Assessments. Each Owner of a Unit by the acceptance of a deed or contract therefore, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other Unit Owner and with the Association and the Management Committee to pay annual assessments for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

11.2. Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated Common Expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of management, taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water, sewer, garbage and waste disposal; repair and maintenance of the Common Areas, wages for employees of the Committee, legal and accounting fees, any deficit remaining from a previous period, creation of a reasonably adequate contingency reserve, surplus and/or sinking fund, any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

11.3. Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interest in the Common Areas; provided, however, that for this purpose Declarant shall be deemed to own only the Undivided Interest in the Common Areas based upon Units which have

been completed but not conveyed by Declarant and further provided that the Management Committee may allocate a reduced assessment for Units which have not been sold by the Declarant and which are not occupied for the period up until sixty (60) days after the first Individual Unit is conveyed by Declarant.

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11.4. Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment. Each annual assessment shall be due and payable in monthly installments. Each monthly installment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable. In addition a late charge may be assessed against any monthly installment not paid within ten (10) days of the due date thereof equal to five (5%) of such monthly installment. The first monthly installment becomes payable upon the date the Unit Owner purchases his Unit, whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

11.5. Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of Section 9.9 above, payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, including repairs not covered by insurance, or for any other expenses incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof. Any amount assessed pursuant thereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis set forth in Section 11.3 above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall been given. A special assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable.

11.6. Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) tax and special assessment liens on the unit in favor of any assessing unit or special improvement district;

(b) liens of first Mortgages; and

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(c) encumbrances on the interest of the Unit Owner recorded prior to the date the notice of lien provided herein is recorded which by law would be a lien prior to subsequently recorded encumbrances.

To evidence a lien for sums assessed pursuant of this Section, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Utah County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management Committee in the same manner in which mortgage on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceedings, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

11.7. Release of Lien. A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Utah County, Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

11.8. Payment by Mortgagee. Any Mortgagee or other encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment the Mortgagee or other encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority. The Management Committee shall report to any Mortgage or encumbrancer of a Unit any unpaid assessment remaining unpaid for longer than sixty (60) days after the same shall have become due; provided, however, that such Mortgagee or other encumbrancer first shall have furnished to the Management Committee written notice of such Mortgage or other encumbrance.

11.9. Personal Obligation Assessments. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Management Committee, as agent for the Association, without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

11.10. Effect of Foreclosure on Lien. Each Mortgagee of a Unit who comes into possession of a Unit by virtue of foreclosure of the Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit. However, such foreclosure shall not relieve the Mortgagee or a subsequent Unit Owner of liability for assessments which shall accrue after such foreclosure.

11.11. Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00) and upon written request of any Owner or Mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments of prepaid items including but not limited to, an Owner's share of prepaid insurance premiums, and such statement shall be conclusive upon such Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which become due prior to the lien of the mortgagee which become due prior to the date of making such request shall be subordinate to the lien of the Mortgagee which acquired its interest subsequent to requesting such statement.

11.12. Purchaser's Obligation. A purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE XII.

MORTGAGEE PROTECTION

12.1. Notice of Mortgage. Each Mortgagee may request notice as provided herein by written request to the Management Committee which request shall set forth its name and address, and the Unit Number for the Unit secured by its Mortgage. The Committee shall maintain records of such Mortgages and Mortgagees.

12.2. Books and Records. A Mortgagee shall have the right to examine the books and records of the Association and the Committee. A Mortgagee may also require annual financial statements of the Association to be made available to it within one hundred twenty (120) days after the end of the fiscal year. In the event the Project shall exceed fifty (50) Units, the Mortgagee may require such financial statements to be audited.

12.3. Damage or Condemnation. A Mortgagee shall be entitled to notice of any condemnation of or damage to a material part of the Unit secured by its Mortgage or of or to the Project. No Unit Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds or condemnation award.

12.4. Notice of Default or Lapse. Each Mortgagee is entitled to written notification from the Management Committee of any default by the Owner of such Unit in the performance of any obligation under the Declaration which is not cured within sixty (60) days; and of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and any proposed action which requires the consent of a specified percentage of eligible mortgage holders.

12.5. General Mortgage Protection. Notwithstanding anything to the contrary in the Declaration:

12.5.1. Adequate Reserves. The Association shall establish and maintain an adequate reserve fund for maintenance, repairs and replacement of the Common Areas which shall be funded by regular monthly payments rather than by special assessments.

12.5.2. Working Capital Fund. Declarant shall establish and maintain a working capital fund for the initial months of operation of the Project and shall contribute thereto an amount equal to two months estimated Common Area charge for each Unit. Declarant shall not be entitled to use the working capital fund to defray any of its expenses, reserve contributions or construction costs, nor to make up any budget deficits during such period as it shall control the Association; provided, however, that upon sale by Declarant of a Unit, Declarant shall be entitled to reimbursement for the amount of the working capital fund previously contributed by Declarant with respect to such Unit.

12.5.3. Management Agreement. Any management agreement for the Project shall be terminable by the Management Committee for cause upon thirty (30) days written notice thereof, without payment of a termination fee, and the term of any such agreement shall not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

12.5.4. Consent of Mortgagees. Unless at least fifty-one percent (51%) of the first Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval, neither the Management Committee nor the Association shall amend the Declaration or Project documents in such a way as to change any of the following:

a. By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.

b. Change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each Unit in the appurtenant Common Areas.

c. Make any material amendment to the Declaration or to the By-laws of the Management Committee, including but not limited to, any amendment which would change the percentage interest of the Unit Owners in the Common Areas.

d. By act or omission, seek to amend, partition, subdivide, encumber, sell or transfer, the Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common areas of the Project shall not be deemed a transfer within the meaning of this subparagraph.

e. Use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or the Common Areas of the Project.

ARTICLE XIII.

MISCELLANEOUS PROVISIONS

13.1. Party Walls. Each wall built or to be built as a part of the original construction of the Units and placed substantially on a dividing line between the Units shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for damage due to negligence or willful acts or omissions shall apply thereto.

13.2. Amendment. This Declaration may be amended as follows:

13.2.1. Amendment by Declarant. Until Units representing seventy-five percent (75%) of the Undivided Ownership Interest in the Project have been sold or the expiration of three (3) years after the first conveyance of an Individual Unit (other than to Declarant), whichever occurs first, Declarant shall have and is hereby vested with the right to amend this Declaration or the Record of Survey Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law.

13.2.2. Other Amendments. Except as provided above, the vote of at least two-thirds (2/3) of the undivided ownership interest in the Common Areas and Facilities and of fifty-one percent (51%) of the Mortgagees of the Units shall be required to amend this Declaration or the Record of Survey Map.

13.2.3. Recording Amendment. Any amendment so authorized shall be accomplished through the recordation of any instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred.

13.3. Service of Process. David D. Jeffs whose address is 90 North 100 East, Provo, Utah, 84606, shall act as registered agent for the service of process in cases authorized by the Act. The Management Committee shall, however, have right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the Office of the County Recorder of Utah County, State of Utah.

13.4. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration, the By-Laws, the administrative rules and regulations pursuant thereto as the same may be lawfully adopted or amended from time to time and with the decisions adopted pursuant to this Declaration, By-Laws and the administrative rules and regulations. The failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association, Management Committee, or Manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner. The defaulting Owner shall also be liable for all costs and expenses of such action, including a reasonable attorney's fee.

13.5. Covenants to Run with Land: Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with land, and/or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the By-laws and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief for both, maintainable by the Committee on behalf of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to, be bound by each and every provision of this Declaration.

13.6. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.7. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural; the plural, the singular; and the use of any gender shall include all genders.

13.8. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

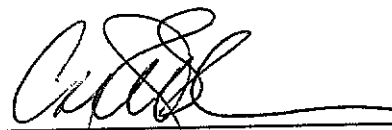
13.9. Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

13.10. Effective Date. This Declaration shall take effect upon recording in the Office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed and its seal to be affixed hereto on the 14th day of Nov, 2001.

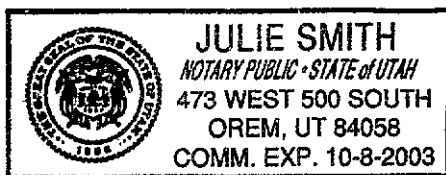
DECLARANT

MIRA CONDOMINIUMS DEVELOPMENT, LLC
a Utah Limited Liability Company

By: 
Csilla Pajela, Successor Trustee of the Mina R. Pajela 1991 Trust u/a/d January 14, 1991, its Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 14th day of Nov, 2001, personally appeared before me Csilla Pajela, Successor Trustee of the Mina R. Pajela 1991 Trust u/a/d January 14, 1991, who being by me duly sworn, did say that she is the Manager of Mira Condominiums Development, L.L.C., a Utah limited liability company, and that the foregoing Declaration was signed on behalf of said limited liability company, and she acknowledged to me that said limited liability company executed same.




Notary Public

EXHIBIT "A"

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Legal Description

ALL OF LOT 4 of MIRA VISTA PLAT "A" AMENDED SUBDIVISION,

LESS THE FOLLOWING:

PHASE II OF MIRA VISTA CONDOMINIUMS:

BEGINNING AT A POINT WHICH IS EAST 447.03 FEET AND SOUTH 747.89 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE WEST 106.75 FEET; THENCE SOUTH 113.54 FEET; THENCE WEST 52.77 FEET; THENCE SOUTH 106.00 FEET; THENCE EAST 51.92 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 29.71 FEET; THENCE SOUTH 41.00 FEET; THENCE EAST 37.40 FEET; THENCE SOUTH 28.21 FEET; THENCE S45°00'00"E 11.37 FEET; THENCE EAST 15.94 FEET; THENCE SOUTH 8.60 FEET; THENCE EAST 3.75 FEET; THENCE SOUTH 34.71 FEET; THENCE EAST 38.50 FEET; THENCE NORTH 34.71 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 8.60 FEET; THENCE EAST 15.94 FEET; THENCE N45°00'00"E 11.04 FEET; THENCE NORTH 25.95 FEET; THENCE EAST 7.98 FEET; THENCE NORTH 25.99 FEET; THENCE WEST 7.98 FEET; THENCE NORTH 25.95 FEET; THENCE N45°00'00"W 11.04 FEET; THENCE WEST 16.46 FEET; THENCE N63°26'06"W 17.89 FEET; THENCE WEST 12.96 FEET; THENCE NORTH 185.29 FEET TO THE POINT OF BEGINNING (CONTAINS 0.904 AC, 39,396 SF)

PHASE III OF MIRA VISTA CONDOMINIUMS :

BEGINNING AT A POINT WHICH IS EAST 594.61 FEET AND SOUTH 1012.93 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 106.00 FEET; THENCE WEST 27.87 FEET; THENCE SOUTH 78.89 FEET; THENCE WEST 106.75 FEET; THENCE NORTH 119.82 FEET; THENCE EAST 12.77 FEET; THENCE NORTH 34.71 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 8.60 FEET; THENCE EAST 15.94 FEET; THENCE N45°00'00"E 11.04 FEET; THENCE NORTH 25.95 FEET; THENCE EAST 7.98 FEET; THENCE NORTH 0.52 FEET; THENCE EAST 29.65 FEET; THENCE SOUTH 12.52 FEET; THENCE EAST 56.73 FEET TO THE POINT OF BEGINNING (CONTAINS 0.499 AC, 21,727 SF)

PHASE IV OF MIRA VISTA CONDOMINIUMS:

BEGINNING AT A POINT WHICH IS SOUTH 1227.97 FEET AND EAST 447.03 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE WEST 106.75 FEET; THENCE NORTH 113.54 FEET; THENCE WEST 52.77 FEET; THENCE NORTH 106.00 FEET; THENCE EAST 51.92 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 29.71 FEET; THENCE NORTH 20.00 FEET; THENCE EAST 37.40 FEET; THENCE SOUTH 28.21 FEET; THENCE S45°00'00"E 11.37 FEET; THENCE EAST 15.94 FEET; THENCE SOUTH 8.60 FEET; THENCE EAST 3.75 FEET; THENCE SOUTH 34.71 FEET; THENCE EAST 12.77 FEET; THENCE SOUTH 149.98 FEET TO THE POINT OF BEGINNING. (CONTAINS 0.631 AC, 27,490 SF)

EXHIBIT "B"**Additional Land****PHASE II OF MIRA VISTA CONDOMINIUMS:**

BEGINNING AT A POINT WHICH IS EAST 447.03 FEET AND SOUTH 747.89 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE WEST 106.75 FEET; THENCE SOUTH 113.54 FEET; THENCE W 52.77 FEET; THENCE SOUTH 106.00 FEET; THENCE EAST 51.92 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 29.71 FEET; THENCE SOUTH 41.00 FEET; THENCE EAST 37.40 FEET; THENCE SOUTH 28.21 FEET; THENCE S45°00'00"E 11.37 FEET; THENCE EAST 15.94 FEET; THENCE SOUTH 8.60 FEET; THENCE EAST 3.75 FEET; THENCE SOUTH 34.71 FEET; THENCE EAST 38.50 FEET; THENCE NORTH 34.71 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 8.60 FEET; THENCE EAST 15.94 FEET; THENCE N45°00'00"E 11.04 FEET; THENCE NORTH 25.95 FEET; THENCE EAST 7.98 FEET; THENCE NORTH 25.99 FEET; THENCE WEST 7.98 FEET; THENCE NORTH 25.95 FEET; THENCE N45°00'00"W 11.04 FEET; THENCE WEST 16.46 FEET; THENCE N63°26'06"W 17.89 FEET; THENCE WEST 12.96 FEET; THENCE NORTH 185.29 FEET TO THE POINT OF BEGINNING (CONTAINS 0.904 AC, 39,396 SF)

PHASE III OF MIRA VISTA CONDOMINIUMS :

BEGINNING AT A POINT WHICH IS EAST 594.61 FEET AND SOUTH 1012.93 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 106.00 FEET; THENCE WEST 27.87 FEET; THENCE SOUTH 78.89 FEET; THENCE WEST 106.75 FEET; THENCE NORTH 119.82 FEET; THENCE EAST 12.77 FEET; THENCE NORTH 34.71 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 8.60 FEET; THENCE EAST 15.94 FEET; THENCE N45°00'00"E 11.04 FEET; THENCE NORTH 25.95 FEET; THENCE EAST 7.98 FEET; THENCE NORTH 0.52 FEET; THENCE EAST 29.65 FEET; THENCE SOUTH 12.52 FEET; THENCE EAST 56.73 FEET TO THE POINT OF BEGINNING (CONTAINS 0.499 AC, 21,727 SF)

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WEST 52.77 FEET; THENCE NORTH 106.00 FEET; THENCE EAST 51.92 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 29.71 FEET; THENCE NORTH 20.00 FEET; THENCE EAST 37.40 FEET; THENCE SOUTH 28.21 FEET; THENCE S45°00'00"E 11.37 FEET; THENCE EAST 15.94 FEET; THENCE SOUTH 8.60 FEET; THENCE EAST 3.75 FEET; THENCE SOUTH 34.71 FEET; THENCE EAST 12.77 FEET; THENCE SOUTH 149.98 FEET TO THE POINT OF BEGINNING. (CONTAINS 0.631 AC, 27,490 SF)

EXHIBIT "C"

Unit Description	Square Footage	% Interest in Common Areas
Phase I:		
112	662	1.133
113	989	1.692
114	989	1.692
115	767	1.313
116	1063	1.819
117	989	1.692
118	989	1.692
119	1131	1.935
120	988	1.692
121	988	1.692
122	833	1.425
160	954	1.632
213	662	1.133
214	989	1.692
215	989	1.692
216	767	1.313
217	1063	1.819
218	989	1.692
219	989	1.692
220	1131	1.935
221	988	1.690
222	988	1.690
223	833	1.425
224	830	1.421