

Springville City
50 S Main St
Springville, UT
84663

DECLARATION OF CONDOMINIUM
OF
BUSINESS CONDOMINIUMS

THIS DECLARATION is made as of the date hereinafter set forth by Jerald A. Earl (hereinafter referred to as the Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act.

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Sep 18 2:57 pm FEE 86.00 BY CM
RECORDED FOR SPRINGVILLE CITY CORPORATIO

RECITALS

- A. Declarant is the owner of the certain tract of land, more particularly described in Article II hereof.
- B. Declarant has constructed, or is in the process of constructing, upon said tract a Condominium Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with plans and drawings contained in the Record of Survey Map filed for record simultaneously herewith, prepared and certified by
- C. Declarant desires, by filing this Declaration and the Record of survey map, to submit said tract and all improvements now and hereafter constructed thereon to the provision of Utah Condominium Ownership Act as a Condominium Project to be known as Spring Creek Professional Plaza.
- D. Declarant intends to sell to various purchasers the Fee Title to the individual Units contained in the Project, together with the undivided ownership interest in the Common Area and Facilities appurtenant to such units, subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.

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

ARTICLE I

DEFINITIONS

When used in this Declaration (including that portion hereof captioned "Recitals" and in the Bylaws attached hereto as Exhibit "C") the terms shall have the meaning stated in the Utah Condominium Ownership Act and as follows, unless the context otherwise requires.

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.
2. 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.

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3. Map shall mean and refer to the Record of Survey map filed herewith captioned
4. Property Shall mean and refer to the Tract or Entire Tract described in Exhibit "B", the buildings, all improvements and the structures thereon, all easements, rights and appurtenances belonging there to and all articles of personal property intended for use in connection therewith.
5. Common Areas or the Common Areas and Facilities shall mean and refer to and include:
 - (a) The land on which the buildings and other improvements are constructed and submitted by this Declaration to the terms of the Act.
 - (b) Those Common Areas and Facilities specifically set forth and designated as such in the Map.
 - (c) That part of the Condominium project not specifically included in the respective Units as hereinafter defined.
 - (d) All Limited Common Areas and Facilities.
 - (e) All exterior walkways, streets, yards, gardens, fences, open parking spaces, installation of central services such as power, light, gas, all apparatus and installations existing for common use, and community facilities as may be provided for.
 - (f) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.
 - (g) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.
6. Condominium Unit or Units means and refers to one of the living units intended for independent use as defined in the Act and as shown in the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that 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 Unit, as shall all decorated interiors, all surfaces or 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. All pipes, wires, conduits, or other public utility lines or installation constituting a part of the Unit or serving only the Unit, and any structural members of 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.

7. 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.

8. Association of Unit Owners or the Association shall mean and refer to the Unit Owners acting as a group in accordance with the Declaration and Bylaws.

9. 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 Bylaws, 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.

10. Mortgage shall mean any mortgage, Deed of Trust, or other security instrument by which a Unit or any part thereof is encumbered.

11. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a Deed of Trust.

12. 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 the two parking spaces specifically assigned for the exclusive use of the individual Unit Owners.

13. Unit Number shall mean and refer to the number, letter or combination thereof which designates a Unit in the attached Exhibit "A" and on the Map.

14. Unit Owner or Owner shall mean and refer to the Owner of the Fee in a Unit and the Ownership of Undivided Interest in the Common Areas which is appurtenant thereto as shown by the records of the Utah County Recorder. The Declarant shall be deemed to be the Owner of all completed but unsold Unites. 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.

15. The Tract or Entire Tract shall mean and refer to the following described tract of land situated in Utah County, State of Utah, together with all appurtenances thereto.

(See Exhibit "B" for Property Description)

This Tract constitutes the entire Condominium Project.

16. Condominium Project or Project shall mean and refer to:

17. Management Body shall mean and refer to either the Managements Committee or the Association as the context may admit.

18. Declarant shall mean and refer to the person(s) who execute the Declaration or on whose behalf the Declaration is executed.

ARTICLE II

SUBMISSION TO THE ACT

Declarant hereby submits to the Provisions of the Act the following described real property in Utah County, State of Utah, to wit:

(See Exhibit "B" for Property Description).

ARTICLE III

COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is make upon and under the following covenants, conditions, and restrictions.

1. Description of Improvements. The improvements included in the project are now or will be located on the Tract above described, and all of such improvements are described on the Map. The Map indicates the number of Units which are to be contained in the buildings which comprise a part of such buildings and Common Areas. See Article IV, d and e for expandable condominium.

Phase I will provide parking spaces (see map for numbers, location)

2. Description and Legal Status of Units. The Map (as to the record plat) shows the nit Number of each Unit, its location, dimensions from which its areas may be determined, and the Limited Common Areas which are reserved for its use, and the Common Areas of the Project. The individual family living Units shall be legally designated and described by letter and number.

3. Exhibit "A" Contents. Exhibit "A" attached to the Declaration and made a part hereof furnishes the following information with respect to each Unit: (a) Unit-building designation; (b) Par value of each Unit based on Points; and (c) its appurtenant Undivided Ownership Interest in the Common Areas. Exhibit "A" includes Phase I only and may be amended to include additional phases (see Article IV Expandable Condominiums).

4. 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 Interest 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.

5. Determination of Interest in Common Areas. The proportionate share of the Unit Owners in the Common Areas of the project is based on the par value that each or the Units bear to the total value of all the Units. The proportionate ownership of the Common Areas shall be for all purposes, including, but not limited to, voting and assessment for Common Expenses. The maximum interest for each of the Unit Owners in the Common Areas shall be set forth in the aforesaid Exhibit "A".

6. Holding Title. Title to a Unit may be held or owned by any 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 in common.

7. 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, and otherwise effect only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

8. 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.

9. Use of Common Areas and Limited common Areas. Subject to the limitations contained in the Declaration, any 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 (and on the Map) for exclusive use by such Unit Owner.

10. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair,

paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, and windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he 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 Unit.

11. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his unit in a clean, sanitary, and attractive condition at all times.

12. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit of Units, an easement for such encroachment and for the 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 in 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, 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.

13. Access for Repair or 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 or 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 or any of the Common Areas or as a result of emergency repairs within another Units at the instance of the Committee or of Unit Owners, shall be an expense of all the Unit at the instance of the Committee or of Unit Owners, shall be an expense of all the Unit Owners and assessed proportionately; provided, however, 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. Amount owing by Owners pursuant hereto shall be collected by the Committee by assessment pursuant to the Declaration of Covenants, Conditions and restrictions concerning the medical project as above referred to.

14. Right of Ingress, Egress, Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas designated for use in connection with his 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.

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15. 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.

16. Easement for Utility Services. There is hereby created a blanket easement upon across, over and under the tract above described in Article II for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to water, sewer, gas, telephone, electricity and other utility services.

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

Unit _____ shown in the Record of Survey map for the ^{de.} ~~medical~~ ^{Professional} "condo" 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

Such description will be constructed 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 a Unit and all the Limitations of such Ownership as described in this Declaration.

18. Status and General Authority of Committee.

(a) Except as hereinafter provided, the Condominium Project shall be managed, operated and maintained by the Management Committee as agent for the Unit Owners. The Committee shall, in connection with its exercise of any of the powers:

(1) The authority with the consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility, and similar easements over, under, across, and through the Common Areas.

(2) The authority to execute and record, on behalf of all Unit Owners, any amendments to the Declaration of the Map which have been approved by the vote to consent necessary to authorize such amendment.

(3) The power to sue and be sued.

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(4) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

(5) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained.

(6) The power and authority to purchase, or otherwise acquire and accept title to any interest in real property, so long as such actions has been authorized by any vote or consent which is necessary under the circumstances.

(7) The power and authority to add any interest in real property obtained pursuant to Subparagraph (6) above to the Project, so long as such action has been authorized by the necessary vote or consent.

(8) 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 interest of the Unit Owners.

(9) 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 in favor of any person who in good faith and for value relies upon said instrument.

(b) Composition of Committee, Election, Vacancy. The Management Committee shall be composed of three (3) members, with all Committee members elected for a three (3) year term. 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 shall be eligible for Committee Membership.

At the annual meeting, each Unit Owner may vote his percentage of Undivided Ownership Interest in favor of as many candidates or committee memberships as there are seats on the Committee to be filled; provided, however, that until the happening of two events, namely either title to Units representing seventy-five percent (75%) of the votes of the Unit Owners shall have been conveyed by the Declarant to the purchasers thereof, or the expiration of five (5) years after the first conveyance of title to any Unit purchased, whichever shall first occur, the Declarant alone shall have the right (the Right) to select the Management Committee or act as the Management Committee themselves. However, Declarant may waive the Right at any time prior to the occurrence of either or both of the aforesaid events by (1) notifying Unit Owners in writing of

such waiver of the Right, and (2) 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 has the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of 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 is elected.

(c) Rights and Duties. The Management Committee, subject to the rights and duties of the Association, this Declaration, and Bylaws 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

(d) Right of Delegation to Manager. The Management Committee may carry out any of its junctions 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.

(e) 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 Project, whether by 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.

(f) Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and benefit of all 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. Such interest shall not be transferable except with the transfer of a Unit. A transfer of Unit shall transfer to the transferee ownership of the transfer's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved, by the transfer of a Unit. Each without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosure.

(g) Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over

which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and Bylaws. The Management Committee may suspend any Owner's voting rights at the meeting of Unit Owners during any period or such period 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 by law.

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

(i) 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 given to it herein or reasonably necessary to effectuate any such right or privilege.

19. The conveyance of each unit and its proportionate share of the Common Areas shall be subject to the covenants, conditions, restrictions, easements, charges and liens as contained in the Declaration and any supplements or amendments thereto recorded in the office of the County Recorder of Utah County, State of Utah, prior to the conveyance of any unit. The Declaration provides, inter alia, that all Unit Owners in the medical condos shall, upon becoming the same, automatically become members of the Medical Condominium Owners Association which shall elect the management committee to maintain and administer facilities, maintain Common Areas in the project, and enforce the covenants and restrictions imposed in this Declaration and to collect and disburse the assessments and charges created herein.

20. Assessments

(a) Agreement to Pay Assessments. Each Owner of a Unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Management Committee to pay annual assessments made by them 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.

(b) 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 expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which 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, 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 reasonable 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.

(c) 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 Undivided Interest in the Common Areas assessable by the Management Committee 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.

(d) Method, Payment of Assessment, etc. Annual assessments shall be made on a calendar year bases. 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 assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Such monthly assessment becomes payable upon the date the Unit Owner purchase 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.

(e) 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 paragraph 18 (h) 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, or for any other expenses incurred or to be incurred as provided in the Declaration. This paragraph shall not be construed as an independent source of authority for the Management Committee or incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs 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 Subparagraph (c) 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 have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such dates.

(f) Lien for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon provided herein, shall be secured by a lien on such Unit in favor of the Management Committee. Such lien shall be superior to all other liens and encumbrances on

such Unit, except only for:

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(1) governmental assessment authority, and

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

All other lienors acquiring liens on any Unit after Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instrument creating such liens.

To evidence a lien for sums assessed pursuant to 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, State of 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 or trust deed on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay to 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 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.

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, State Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amount secured by the lien created by this Section, and upon such payments such 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 encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

(g) 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 Management Committee. Suit to recover money judgment for such personal obligation shall be maintained by

the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver or the use and enjoyment of the Common Areas or by abandonment of his Unit.

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(h) 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; and the amount of the current yearly assessment and the portion thereof which has therefore 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 there on in good faith. Unless such a request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the lien of the mortgagee which became 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. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser subsequently acquires the Unit.

(i) Purchaser's Obligation. Subject to the provisions of Subparagraph (h), 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 that amount paid by the purchaser for such assessments.

(j) Collection by the Committee. It is recognized that the committee under this Declaration will maintain the Common Areas of the Project, except as otherwise contained therein. It is further to levy assessments for the purpose of performing functions it is authorized to perform within the Project.

With respect to the Units in the Project, the Management Committee shall be authorized to collect from the Unit Owners and enforce liability for the payment for assessments levied pursuant to this declaration.

21. Use of Condominium.

(a) Each of the units in the Project is intended to be used for Business, Warehouse, in agreement with Springville City Ordinances, having a business license.

(b) Restrictions Concerning Common Areas. There shall be no obstruction 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 reasonable 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, excepted as specifically provided herein. Nothing shall be altered on, Constructed in, or removed from the Common Areas, except upon consent of the Management Committee.

(c) 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 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 of any invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his 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.

(d) Animals. No livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas.

(e) 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.

(f) Restrictions on Alterations. No structural alterations to any Unit shall be made by an Owner without the prior written notice of the Management Committee.

(g) 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 nor the Management bodies or either of them, shall interfere with the completion of the contemplated improvements and sale of the remaining Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, the showing of the Units, the recreational facilities and the display of signs.

(h) No Illegal Activities. May not uphold any illegal activity. Individual removal of all bio hazardous and hazardous wastes shall be the owners sole responsibility, and shall not be tolerated, without full approval of Springville City appropriate body and a 100% vote of the Owner's Association.

22. Insurance Bond. The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverage.

(a) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of the entire project. Such policy or policies shall be made payable to the Committee and all persons holding an interest in the Project or any of the Units, as their interests may appear.

(b) The securing of appropriate fidelity bond coverage is recommended for any person or entity handling funds of the Owners' Association, including, but not limited to, employees of the professional managers. Such fidelity bonds should name the Association as an obligee, and be written in an amount equal to at least 150 percent (one hundred fifty%) of the estimated annual operating expenses of the Condominium Project, including reserves.

(c) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use or operation of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project of the Unit Owners. Limits of liability under such insurance shall not be less than \$300,000 for any person injured, \$1,000,000 for all persons injured in any one accident, and \$1,000,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive basis and shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

(d) The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the project in construction, nature and use.

(2) The Committee shall have the authority to adjust losses.

(3) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgages.

(4) Each policy of insurance obtained by the Committee shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be canceled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without prior written defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(5) Any individual Unit Owner will be responsible to insure his or her personal

property to cover any loss or damage. Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a Copy of his policy within thirty (30) days after he acquires such insurance.

(6) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association and the Veteran's Administration, or like governing bodies.

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

(a) 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.

(b) If less than 75 percent (75%) of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and upon approval of at least 50 percent (50%) of the affected Unit Owners. All affected Owners shall be assessed for any deficiency on the basis of their respective percentages of Undivided Interest in the Common Areas and Facilities.

(c) If 75 percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 (one hundred) days after the destruction or damage by a vote of at least 75 percent (75%) elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under Subparagraph (b) above.

(d) If 75 percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of insurance maintained by the Management Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 (one hundred) days after the destruction or damage and by a vote of at least 75 percent (75%), elect to repair or reconstruct the affected improvements, the Management Committee shall promptly notify all the owners and obtain approval thereof, and the Management Committee shall promptly record the Utah County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of Subsections (1) thru (4) of section 57-8-31, Utah Code Annotated (1953) shall apply and govern the rights of all parties having an interest in the Project or any of the units.

Any reconstruction or repair which is required to be carried out by this Paragraph 23 shall

be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 23 regarding the extent of the damage to or destruction of Project improvements shall be made by three (3) MAI appraisers selected by the Management Committee. The decision of any two (2) such appraiser shall be conclusive.

24. Amendments. Except as provided below, the vote of a least two-thirds (2/3) of the undivided Ownership Interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. 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 Paragraph for Amendment has occurred.

Until Units representing 75 percent (75%) of the Undivided Ownership interest in the Project have been sold or the expiration of five (5) years after the first conveyance of the title with the right to amend this 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.

25. Consent Equivalent to Vote. In those cases in which the Act or this Declaration required the vote of a stated percentage of the Project's Undivided Ownership Interest for the authorization of 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 collectively hold at least the necessary percentage of Undivided Ownership Interest.

26. Service of Process. Service of Process shall be received by . . . He shall serve as an agent for service of process in cases authorized by Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument in the office of the County Recorder of Utah County State of Utah.

27. Mortgage Protection. Notwithstanding anything to contrary in the Declaration:

(a) An adequate reserve fund for replacement of the Common Areas must be established and shall be funded by regular monthly payments rather than by special assessments.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two (2) months estimated Common Area charge for each Unit.

(c) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment in lieu

of foreclosure) shall be exempt from any provisions relating to sale or lease of the Units in the Project.

(d) Any management agreement for the Project shall be interminable by the Management Committee for cause upon thirty (30) days written notice thereof, and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction. 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.

(f) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation by a condemning authority, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution of such Unit of the proceeds of any award or settlement.

(g) There shall be no prohibition or restriction on a Condominium Unit Owner's right to lease his or her unit, except a requirement that leases have a minimum initial term of not less than six months. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(h) Each holder of the first mortgage lien on a unit who comes into possession of a Unit be virtue of foreclosure of the mortgage, or by deed or assignment in lieu of claims or assessments and charges against the unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units in the Project, including the mortgaged Unit.

(i) Any holder of the mortgage is entitled to written notification from the Management Committee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligation under the declaration which is not cured within thirty (30) days.

(j) Any lien which the Management Committee may have on any Unit in the Project for the Payment of Common Expenses assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any first mortgage on a Unit recorded prior to the date any such Common Expense a assessments become due.

(k) Unless at least 75 percent (75%) of the first mortgages (based on one vote for each

mortgage owned) or Units have given their prior written approval, neither the management Committee nor the Association of Unit Owners shall:

- (1) 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 case of taking by condemnation or eminent domain.
- (2) Change the pro-rata interest on obligations of any Unit for (a) purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and for (b) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.
- (3) Partition or subdivide any Unit.
- (4) Make any material amendment to the Declaration or to the Bylaws of the Association, including, but not limited to any amendment which would change the percentage of interest of the Unit Owners in the Common Areas, except as provided in Paragraph 24.
- (5) By act or omission, seek to amend, partition, subdivide, encumber, sell or transfer the Common Areas without prior written approval of the President or Secretary of the Association. (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.)
- (6) Use hazard insurance proceeds for losses to any condominium 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.
- (7) Terminate professional management and assume self-management of the Project, however, professional management must have thirty (30) day notice given upon termination.
- (8) Mortgage protection, notwithstanding all other provisions hereto:
 - (a) The liens created hereunder upon any Unit shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or trust deed with first priority over other such mortgages) upon such interest made in good faith and for value, provided that after the foreclosure or trust deed termination of any such document, there may be a lien created pursuant to Paragraph (h) hereof, of the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be

(b) No amendment to this Paragraph shall affect the rights of the holder of any such mortgage recorded prior to the recordation of such amendment that is not joined in the execution thereof.

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

28. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

29. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to the Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manger on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

30. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all costs, expenses and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorney's fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Committee.

(a) Notwithstanding any provision of this Declaration to the contrary, any proceeding suit or action as may be deemed necessary to recover a money judgement respecting any assessments levied or fixed by the Management Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee.

(b) Covenants to Run with Land: Compliance. This declaration and all the provisions hereof shall constitute covenants to run with the land, and/or equitable servitude, as the case may be, and shall be binding upon the 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 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 Bylaws, 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 or both, maintained by the Committee on behalf of the 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.

(c) 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 occur.

31. 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.

32. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance 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.


33. Topical Headings. The heading appearing at the beginning of the paragraph 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.

34. Effective Date. This declaration shall take effect upon recording in the office of the County Recorder of Utah, State of Utah.

35. All Amenities. All amenities (i.e. parking, recreation and service areas) are a part of the Project and are covered by the mortgage at least to the same extent as are the Common Areas and Facilities.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration the
13 day of December, 2006.


DECLARANT - Spring Creek Professional Plaza



JERALD A. EARL

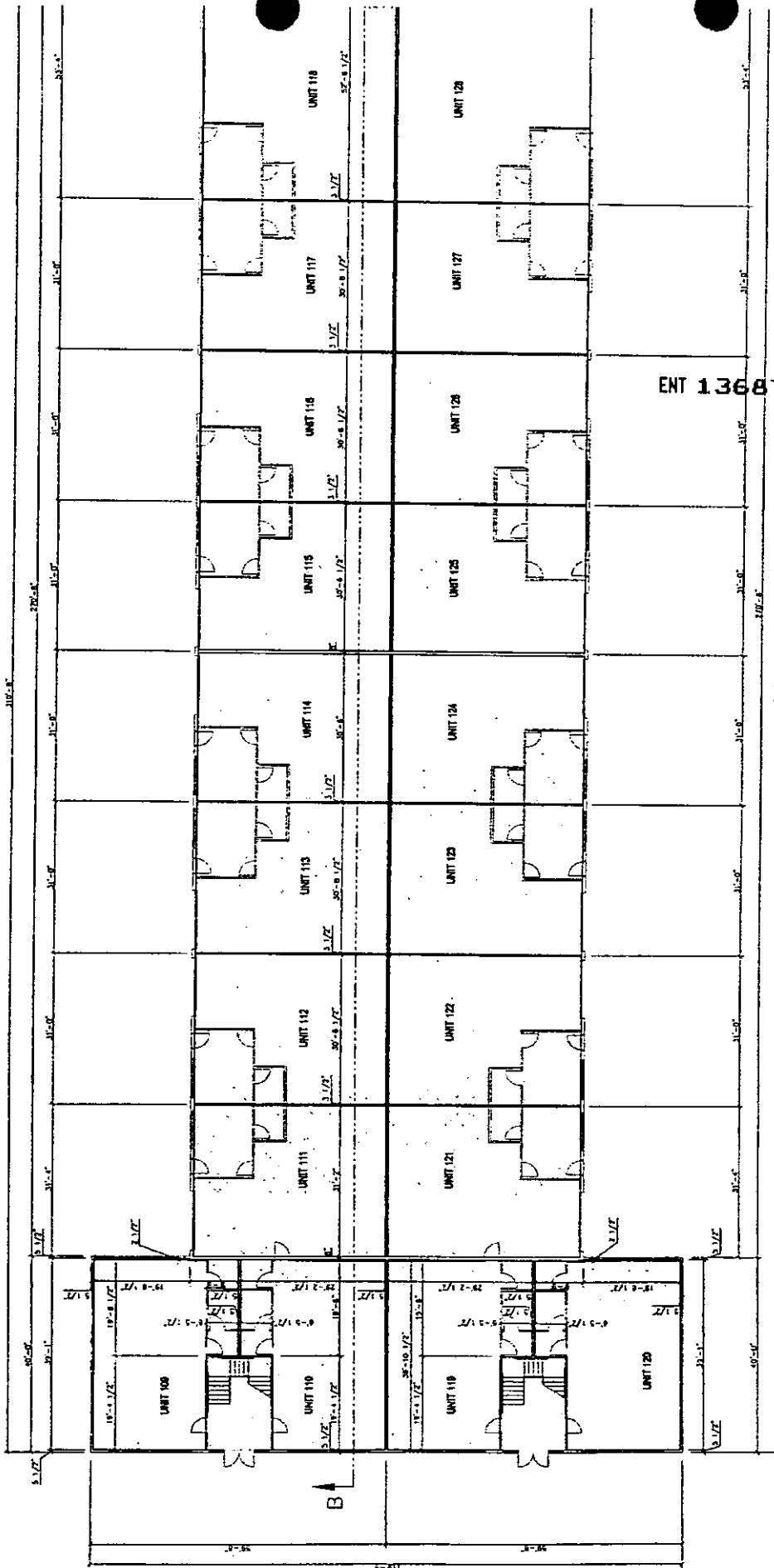
SUBSCRIBED AND SWORN to before me this 13 day of December, 2006.

MY COMMISSION EXPIRES
3/29/2010



NOTARY PUBLIC





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BUILDING B MAIN FLOOR PLAN
SCALE: 3/32" = 1'-0"

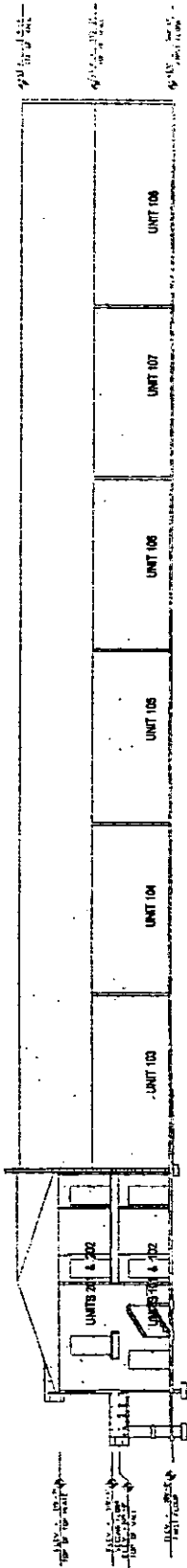
- PRIVATE AREA
- LIMITED AREA
- COMMON AREA (P.U.E.)

SPRING CREEK INDU
AN AMENDMENT AND VACATION C
THE SPRING CREEK INDUSTRIAL PARK
OREM CITY, UT CONDOMINIUMS

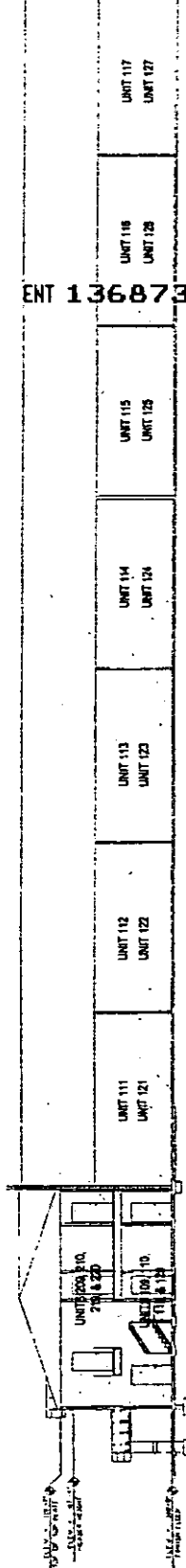


BUILDING	
1086 NORTH	
UNIT NUMBER	
101	
102	
103	
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111	
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BUILDING	
1086 NORTH	
UNIT NUMBER	
129	
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BUILDING A ELEVATION - SECTION AA
SCALE: 1/8" = 1'-0"



BUILDING B ELEVATION - SECTION BB
SCALE: 1/8" = 1'-0"

- PRIVATE AREA
- LIMITED AREA
- COMMON AREA (P.J.E.)

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SPRING CREEK INDUSTRIAL PARK
AN AMENMENT AND VACATION LOG
THE SPRING CREEK INDUSTRIAL PARK
OREGON CITY, OREGON

SURVEYOR'S CERTIFICATE

I, LEONARD J. BIRCH, LICENSED SURVEYOR IN THE STATE OF UTAH, NO. 1073, DO HEREBY CERTIFY THAT THE RECORDED INSTRUMENT IS THE ORIGINAL INSTRUMENT OF TITLE AND THAT THE INSTRUMENT IS CORRECT AND VALID. I HEREBY CERTIFY THAT THE INSTRUMENT IS THE ORIGINAL INSTRUMENT OF TITLE AND THAT THE INSTRUMENT IS CORRECT AND VALID.

BOUNDARY DESCR.

BEING THE SOUTH 1/2 OF THE CORNER SECTION 10, T4N, R2E, S12E, UNPLANNED SUBDIVISION, COMMERCIAL DISTRICT, SALT LAKE COUNTY, UTAH, AS SHOWN ON THE PLAT OF THE SAID SUBDIVISION RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF SALT LAKE, UTAH, IN BOOK 10, PAGE 10.

06 December 2026

OWNERS DEEDS(1)

UTILITY DEEDS(1)

RESERVATION OF COMMON

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

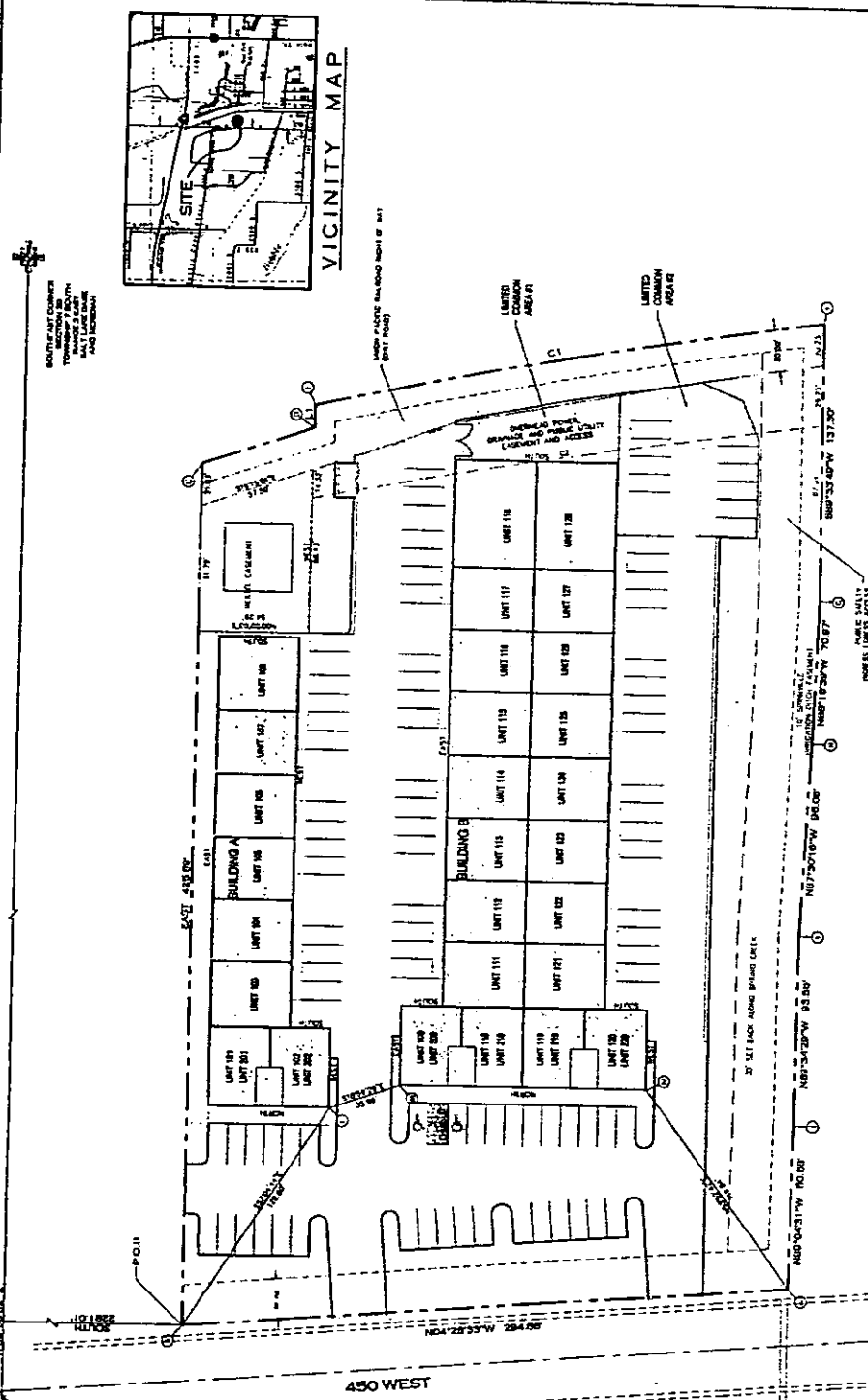
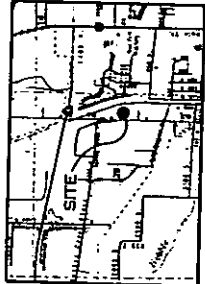
ACCEPTANCE BY THE CITY OF:

PLANNING COMMISSION APPROVED BY:

CITY COUNCIL APPROVED BY:

OCCUPANCY RESTRICTION

CONDITIONS OF APPRO



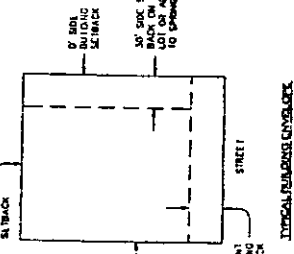
- PRIVATE AREA
- LIMITED AREA
- COMMON AREA (P.U.E.)

STATE PLANE COORDINATES

POINT	N	E
1	872718.90	196713.13
2	872528.70	196658.82
3	872528.70	196658.82
4	872528.70	196658.82
5	872528.70	196658.82
6	872528.70	196658.82
7	872528.70	196658.82
8	872528.70	196658.82
9	872528.70	196658.82
10	872528.70	196658.82

- NOTES**
- ALL PARKING SPACES ARE COMMON.
 - ALL COMMON AREAS TO BE COMMON PROPERTY.
 - ALL AREAS BEHIND BUILDINGS TO BE COMMON AREA.
 - ALL AREAS TO BE LIMITED COMMON.
 - ALL UTILITY SERVICES SHALL BE COMMON AREA.
 - ALL UTILITY SERVICES SHALL BE COMMON AREA.
 - ALL UTILITY SERVICES SHALL BE COMMON AREA.
 - ALL UTILITY SERVICES SHALL BE COMMON AREA.

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SPRING CREEK INDUS

AN AMENDMENT AND VACATION OF I

THE SPRING CREEK INDUSTRIAL PARK S

SPRINGVILLE CITY, CONDOMINIUMS

SCALE: 1" = 50 FEET

ALL INFORMATION NOTED

THE CITY OF SPRINGVILLE IS ADVISED THAT THE PUBLIC CITY OFFICIALS HAVE REVIEWED THE NECESSARY TO USE THE PUBLIC RECORDS TO VERIFY THE ACCURACY OF THE INSTRUMENT OF TITLE FOR THE SPURRING INDUSTRIAL PARK PLATS, AND THAT THE CITY OFFICIALS HAVE REVIEWED THE INSTRUMENT OF TITLE FOR THE SPURRING INDUSTRIAL PARK PLATS AND HAVE NO OBJECTIONS TO THE RECORDED INSTRUMENT OF TITLE.

APPROVED AS TO FORM

DATE

DRAFTSMAN

EXHIBIT "B"

SPRING CREEK INDUSTRIAL PARK CONDOMINIUMS

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BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF THE SPRING CREEK INDUSTRIAL PARK
SUBDIVISION PLAT "D", POINT ALSO BEGINNING LOCATED NORTH 89°58'52" EAST ALONG THE SECTION
LINE 1818.97' AND SOUTH 2281.01 FEET FROM THE NORTH 1/4 CORNER OF SECTION 29
TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THENCE AS FOLLOWS

BEARING	DISTANCE	REMARKS
EAST	425.58'	
S 19°15'01" E	57.98'	
N 89°58'08" E	11.44'	
ALONG AN ARC	250.88'	TO THE RIGHT CHORD BEARS S 10°23'37" E 250.58' R=2818.22'
S 89°33'48" W	137.30'	
N 88°18'39" W	70.97'	
N 87°30'16" W	98.08'	
N 88°34'29" W	83.55'	
N 88°04'31" W	80.58'	
N 04°28'33" W	284.88'	TO THE POINT OF BEGINNING
		AREA = 3.15 ACRES

BASIS OF BEARING = THE RECORDED BEARING BETWEEN THE NORTH 1/4 AND THE NORTHEAST
CORNER OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 3 EAST, S.L.B. & M.

BUILDING A	
1096 NORTH 1200 WEST	
UNIT NUMBER	ADDRESS
101	1096 NORTH 450 WEST
102	1096 NORTH 450 WEST
103	1096 NORTH 450 WEST
104	1096 NORTH 450 WEST
105	1096 NORTH 450 WEST
106	1096 NORTH 450 WEST
107	1096 NORTH 450 WEST
108	1095 NORTH 450 WEST
201	1096 NORTH 450 WEST
202	1096 NORTH 450 WEST

BUILDING B	
1086 NORTH 1200 WEST	
UNIT NUMBER	ADDRESS
109	1086 NORTH 450 WEST
110	1086 NORTH 450 WEST
111	1086 NORTH 450 WEST
112	1086 NORTH 450 WEST
113	1086 NORTH 450 WEST
114	1086 NORTH 450 WEST
115	1086 NORTH 450 WEST
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219	1086 NORTH 450 WEST
220	1086 NORTH 450 WEST