

Recorded: DEC 1 1964 at 3:17
Request of SECURITY TITLE COMPANY
HAZEL TAGGART, CLERK
Recorder, Salt Lake County, Utah
Book 3266 By J.R. Henager Deputy
Page 112 Ref. 486
Return to Mr. Henager, # 112486

2044707

BOOK 2266 PAGE 112

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THREE FOUNTAINS YOUNG AMERICA FAMILY TOWNHOUSES,

PHASE No. 1

1 This Declaration of Covenants, Conditions and Restrictions, hereinafter called
2 "Declaration", is made and executed in Salt Lake County, State of Utah, this 1st day
3 of December, 1964, by Richard Prows, Inc., a Utah corporation, hereinafter called
4 "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act,
5

6 WITNESSETH:

7 WHEREAS, Declarant is the owner of certain real property located in the vicin-
8 ity of 5000 South 9th East, Salt Lake County, State of Utah, and more particularly described
9 as follows:

10 Beginning at a point North 103.42 feet and East 549.29 feet from the
11 West 1/4 Corner of Section 8, Township 2 South, Range 1 East, Salt Lake
12 Base and Meridian, and running thence Northwesterly along the arc of a
13 100.00 foot radius curve to the right 123.39 feet to a point of tangency;
14 thence North 18° 10' West 327.91 feet to a point of a 459.00 foot radius
15 curve to the right; thence Northwesterly along the arc of said curve 55.41
16 feet to a point of tangency; thence North 11° 15' West 162.00 feet to a
17 point of a 200.00 foot radius curve to the right; thence Northerly along the
18 arc of said curve 39.27 feet to a point of tangency; thence North 86.28 feet
19 to a point of a 25.00 foot radius curve to the right; thence Northerly and
20 Easterly along the arc of said curve 42.70 feet to a point of a compound
21 curve to the right, the center of which is South 7° 52' 14" West 459.00
22 feet; thence Southeasterly along the arc of said curve 57.92 feet to a point
23 of tangency; thence South 74° 54' East 784.16 feet to a point of a 25.00
24 foot radius curve to the right; thence southerly along the arc of said curve
25 33.23 feet to a point of tangency; thence South 1° 16' West 489.55 feet
26 to a point of a 25.0 foot radius curve to the right; thence southerly and
27 westerly along the arc of said curve 39.21 feet to a point of tangency;
28 thence North 88° 52' West 579.71 feet to the point of beginning.

and

WHEREAS, Declarant is the owner of certain Townhouse buildings and certain other
improvements heretofore constructed or hereafter to be constructed upon the aforesaid
premises which property constitutes a "Condominium Project" under the terms of the pro-
visions of the Utah Condominium Ownership Act, (Title 57, Chapter 8, Utah Code Annotated
1953), and it is the desire and the intention of the Declarant to divide the project into
condominiums and to sell and convey the same to various purchasers, subject to the covenants,
conditions and restrictions herein reserved to be kept and observed; and

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 WHEREAS, on the 1st day of December, 1964, Declarant filed for record
2 in the office of the County Recorder of Salt Lake County, State of Utah, a certain instru-
3 ment entitled "Record of Survey Map of Three Fountains Young America Family Townhouses,
4 Phase No. 1," hereinafter referred to as "Map", which Map is filed of record herewith; and

5 WHEREAS, Declarant desires and intends by filing this Declaration and the afore-
6 said Map to submit the above described property and the Townhouse buildings and other
7 improvements constructed thereon, together with all appurtenances thereto, to the provisions
8 of the aforesaid act as a condominium project and to impose upon said property mutually
9 beneficial restrictions under a general plan of improvement for the benefit of all of said
10 condominiums and the owners thereof,

11 NOW, THEREFORE, the Declarant does hereby publish and declare that all of the
12 property described above is held and shall be held, conveyed, hypothecated, encumbered,
13 leased, rented, used, occupied, and improved subject to the following covenants, condi-
14 tions, restrictions, uses, limitations and obligations, all of which are declared and agreed
15 to be in furtherance of a plan for the improvement of said property and the division thereof
16 into condominiums, and shall be deemed to run with the land and shall be a burden and a
17 benefit to Declarant, its successors and assigns and any person acquiring or owning an inter-
18 est in the real property and improvements, their grantees, successors, heirs, executors,
19 administrators, devisees and assigns.

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

22 (a) "Declarant" shall mean Richard Prows, Inc., a Utah Corporation,
23 which has made and executed this Declaration;

24 (b) "Declaration" shall mean this instrument by which the Three Fountains
25 Young America Family Townhouses Project is established as provided for under the
26 Utah Condominium Ownership Act;

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

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 (d) "Map" shall mean the Record of Survey Map of Three Fountains
2 Young America Townhouses, Phase No. 1, filed for record herewith by Declarant;

3 (e) "Unit" shall mean the elements of a condominium which are not owned
4 in common with the Owners of other condominiums in the project as shown on
5 the Map. The boundary lines of each Unit are the interior surfaces of its perimeter
6 walls, bearing walls, basement floors, top story ceilings, windows and window
7 frames, doors and door frames, and trim, and includes both the portions of the
8 building so described and the air space so encompassed;

9 (f) "Common Area" shall mean all land and all portions of the property
10 not located within any Unit; and also includes, but not by way of limitation,
11 roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other
12 utility installations to the outlets, bearing walls, perimeter walls, columns
13 and girders, to the interior surfaces thereof, regardless of location, greens,
14 gardens, balconies, patios, carports, storage sheds, service streets, and parking
15 areas, recreational green and facilities, tot lots, all installations of power,
16 lights, gas, hot and cold water and heating existing for common use and all
17 other parts of the property necessary or convenient to its existence, maintenance
18 and safety, or normally in common use;

19 (g) "Condominium" shall mean the entire estate in the real property owned
20 by any Owner, consisting of an undivided interest in the Common Area and owner-
21 ship of a separate interest in a Unit;

22 (h) "Owner" shall mean any person with an ownership interest in a condo-
23 minium in the project;

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

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

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

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 (l) "Mortgagee" shall mean a beneficiary under or holder of a deed of
2 trust as well as a mortgagee;
3 (m) "Record" means to file of record with the office of the County Recorder
4 of Salt Lake County, State of Utah;
5 (n) "Condominium Act" shall mean the Utah Condominium Ownership Act
6 (Title 57, Chapter 8, Utah Code Annotated 1953).
7 2. Voting. At any meeting of the Owners, each Owner, including Declarant,
8 shall be entitled to cast a number of votes as shown on Exhibit A, attached hereto and incor-
9 porated herein by reference thereto. Any Owner may attend and vote at such meeting in
10 person, or by an agent duly appointed by an instrument in writing signed by the Owner and
11 filed with the Management Committee or the Manager. Any designation of an agent to act
12 for an Owner may be revoked at any time by written notice to the Management Committee
13 or Manager, and shall be deemed revoked when the Management Committee or the Manager
14 shall receive actual notice of the death or judicially declared incompetence of such Owner
15 or of the conveyance by such Owner of his condominium. Where there is more than one
16 record Owner, any or all of such persons may attend any meeting of the Owners, but it shall
17 be necessary for those present to act unanimously in order to cast the votes to which they are
18 entitled. Any designation of an agent to act for such persons must be signed by all such
19 persons. Declarant shall be entitled to vote with respect to any condominium owned by
20 Declarant.
21 In the event that a notice of default is recorded by any mortgagee who holds a
22 mortgage which is a first lien on a condominium against the Owner of the condominium
23 covered by the mortgage, then and in that event and until the default is cured, the right
24 of the Owner of such condominium to vote shall be transferred to the mortgagee recording
25 the notice of default.
26 3. Meetings. The presence at any meeting of Owners having a majority of the
27 total votes shall constitute a quorum. In the event that a quorum is not present at any
28 meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

1 date and give notice thereof to all the Owners in accordance with the provisions of para-
 2 graph 4 hereof, and at that meeting the presence of Owners holding in excess of thirty per
 3 cent of the total votes shall constitute a quorum for the transaction of business; but in the
 4 event a quorum is not present at that meeting, the Owners present, though less than a quor-
 5 um, may give notice to all the Owners in accordance with paragraph 4 of an adjourned
 6 meeting, and, at that meeting, whatever Owners are present shall constitute a quorum.
 7 Unless otherwise expressly provided in this Declaration, any action may be taken at any
 8 meeting of the Owners upon the affirmative vote of a majority of the voting power of the
 9 Owners present and voting provided that a quorum is present as provided for above.

10 (a) Annual Meeting. There shall be a meeting of the Owners on the First
 11 Tuesday of March of each year at 8:00 P.M. upon the Common Area or at such other
 12 reasonable place or time (not more than sixty (60) days before or after such date)
 13 as may be designated by written notice of the Management Committee delivered
 14 to the Owners not less than ten (10) days prior to the date fixed for said meeting.
 15 At the annual meeting, the Management Committee shall present an audit of the
 16 common expenses, itemizing receipts and disbursements for the preceding calendar
 17 year, the allocation thereof to each Owner, and the estimated common expenses
 18 for the coming calendar year. Within ten (10) days after the annual meeting,
 19 said statement shall be delivered to the Owners not present at said meeting.

20 (b) Special Meetings. Special meetings of the Owners may be called at any
 21 time for the purpose of considering matters which, by the terms of this Declaration
 22 require the approval of all or some of the Owners, or for any other reasonable
 23 purpose. Said meetings shall be called by written notice, signed by a majority
 24 of the Management Committee, or by the Owners having one-third (1/3) of the
 25 total votes and delivered not less than fifteen (15) days prior to the date fixed
 26 for said meeting. Said notices shall specify the date, time and place of the
 27 meeting, and the matters to be considered thereat.
 28

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

9 5. Election and Proceedings of the Management Committee.

10 (a) Election. At each annual meeting, subject to the provisions of sub-
11 paragraph 5 (e) hereof, the Owners shall elect a Management Committee for the forthcoming
12 year, consisting of Five (5) Owners; provided, however, that the first Management Commit-
13 tee elected hereunder may be elected at a special meeting duly called, said Management
14 Committee to serve until the first annual meeting held thereafter. Every Owner entitled to
15 vote at any election of members of the Management Committee may cumulate his votes and
16 give one candidate a number of votes equal to the number of members of the Management
17 Committee to be elected, multiplied by the number of votes to which such Owner is other-
18 wise entitled, or distribute his votes on the same principle among as many candidates as
19 he thinks fit. The candidates receiving the highest number of votes up to the number of
20 members of the Management Committee to be elected shall be deemed elected.

21 (b) Term. Members of the Management Committee shall serve for a term
22 of two (2) years; provided that three of the five members of the first Management Committee
23 elected shall serve for a one-year term. The other two shall serve for a two-year term.
24 The members of the Management Committee shall serve until their respective successors are
25 elected, or until their death, resignation or removal; provided that if any member ceases to
26 be an Owner, his membership on the Management Committee shall thereupon terminate.

27 (c) Resignation and Removal. Any member may resign at any time by giving
28 written notice to the Manager, and any member may be removed from membership on the
Management Committee by vote of the Owners; provided that unless the entire Management

1 Committee is removed, an individual member shall not be removed if the number of votes
2 cast against his removal exceeds Twenty per cent (20%).

3 (d) Proceedings. Three (3) members of the Management Committee shall
4 constitute a quorum and, if a quorum is present, the decision of a majority of those present
5 shall be the act of the Management Committee. The Management Committee shall elect
6 a chairman, who shall preside over both its meetings and those of the Owners. Meetings
7 of the Management Committee may be called, held and conducted in accordance with such
8 regulations as the Management Committee may adopt. The Management Committee may also
9 act without a meeting by unanimous written consent of its members.

10 (e) Declarant Performs Functions. Until a date three years from the date
11 of completion of construction of the project or until all units have been sold, whichever
12 is sooner, the rights, duties and functions of the Management Committee shall at Declarant's
13 option be exercised by Declarant.

14 (f) Notice of Election. After the first election of the Management Com-
15 mittee, Declarant shall execute, acknowledge and record an affidavit stating the names of
16 all of the persons elected to membership on the Management Committee. Thereafter, any
17 two persons who are designated of record as being members of the most recent Management
18 Committee (regardless of whether or not they shall still be members) may execute, acknowl-
19 edge and record an affidavit stating the names of all of the members of the then current Man-
20 agement Committee. The most recently recorded of such affidavits shall be prima facie
21 evidence that the persons named therein are all of the incumbent members of the Management
22 Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon
23 in good faith.

24 6. Authority of the Management Committee. The Management Committee, for
25 the benefit of the condominiums and the Owners, shall enforce the provisions hereof and
26 shall acquire and shall pay for out of the common expense fund hereinafter provided for,
27 the following:
28

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

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

4 (b) A policy or policies of fire insurance as the same are more fully
5 set forth in paragraph 24 of this Declaration, with extended coverage endorsement,
6 for the full insurable replacement value of the Units and Common Area, payable
7 as provided in paragraph 26, or such other fire and casualty insurance as the
8 Management Committee shall determine gives substantially equal or greater
9 protection to the Owners, and their mortgagees, as their respective interests
10 may appear, which said policy or policies shall provide for a separate loss
11 payable endorsement in favor of the mortgagee or mortgagees of each condo-
12 minium if any;

13 (c) A policy or policies as the same are more fully set forth in paragraph
14 24 of this Declaration insuring the Management Committee, the Owners and the
15 Manager against any liability to the public or to the Owners (of Units and of
16 the Common Area, and their invitees, or tenants), incident to the ownership
17 and/or use of the project, and including the personal liability exposure of the
18 Owners. Limits of liability under such insurance shall not be less than Three
19 Hundred Thousand Dollars (\$300,000.00) for any one person injured, for any
20 one accident, and shall not be less than One Hundred Thousand Dollars
21 (\$100,000.00) for property damage each occurrence (such limits and coverage to
22 be reviewed at least annually by the Management Committee and increased in
23 its discretion). Said policy or policies shall be issued on a comprehensive lia-
24 bility basis and shall provide cross liability endorsement wherein the rights
25 of named insured under the policy or policies shall not be prejudiced as respects
26 his, her or their action against another named insured.

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

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

(f) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration;

(g) A fidelity bond naming the Manager, and such other persons as may be designated by the Management Committee as principals and the Owners as obligees, for the first year in an amount at least equal to twenty-five per cent (25%) of the estimated cash requirement for that year as determined under paragraph 9 hereof, and for each year thereafter in an amount at least equal to twenty-five per cent (25%) of the total sum collected through the common expense fund during the preceding year;

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

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

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 structural alterations, insurance, taxes or assessments are provided for particular
2 Units, the cost thereof shall be specially assessed to the Owners of such Units.

3 (j) Maintenance and repair of any Unit, if such maintenance or repair
4 is reasonably necessary in the discretion of the Management Committee to protect
5 the Common Area or preserve the appearance and value of the project, and the
6 Owner or Owners of said Unit have failed or refused to perform said maintenance
7 or repair within a reasonable time after written notice of the necessity of said
8 maintenance or repair delivered by the Management Committee to said Owner
9 or Owners, provided that the Management Committee shall levy a special assess-
10 ment against the condominium of such Owner or Owners for the cost of said
11 maintenance or repair.

12 The Management Committee's power hereinabove enumerated shall be
13 limited in that the Management Committee shall have no authority to acquire and
14 pay for out of the common expense fund capital additions and improvements
15 (other than for purposes of replacing portions of the Common Area, subject to all
16 the provisions of this Declaration) having a cost in excess of Five Thousand
17 Dollars (\$5,000.00) except as expressly provided herein.

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

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

25 9. Common Expenses: Assessments.

26 (a) Within thirty (30) days prior to the beginning of each calendar year the
27 Management Committee shall estimate the net charges to be paid during such year (includ-
28 ing a reasonable provision for contingencies and replacements and less any expected income

1 and any surplus from the prior year's fund). Said "estimated cash requirement" shall be
2 assessed to the Owners pursuant to the percentages set forth in the schedule attached hereto
3 and marked Exhibit A. Declarant will be liable for the amount of any assessment against
4 completed Units owned by Declarant. If said sum estimated proves inadequate for any
5 reason, including nonpayment of any Owner's assessment, the Management Committee may at
6 any time levy a further assessment, which shall be assessed to the Owners in like propor-
7 tions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments
8 made pursuant to this paragraph to the Management Committee in equal monthly install-
9 ments on or before the first day of each month during such year, or in such other reasonable
10 manner as the Management Committee shall designate;

11 (b) The rights, duties and functions of the Management Committee set
12 forth in this paragraph shall be exercised by Declarant for the period ending thirty (30)
13 days after the election of the first Management Committee hereunder;

14 (c) All funds collected hereunder shall be expended for the purposes design-
15 nated herein.

16 (d) The omission by the Management Committee, before the expiration of any
17 year, to fix the assessments hereunder for that or the next year, shall not be deemed a
18 waiver or modification in any respect of the provisions of this Declaration, or a release
19 of the Owner from the obligation to pay the assessments, or any installment thereof for that
20 or any subsequent year, but the assessment fixed for the preceding year shall continue
21 until a new assessment is fixed. Amendments to this paragraph shall be effective only upon
22 unanimous written consent of the Owners and their mortgagees. No Owner may exempt
23 himself from liability for his contribution towards the common expenses by waiver of the use
24 or enjoyment of any of the Common Area or by abandonment of his Unit.

25 (e) The Manager or Management Committee shall keep detailed, accurate
26 records in chronological order, of the receipts and expenditures affecting the Common Area,
27 specifying and itemizing the maintenance and repair expenses of the Common Area and
28 any other expenses incurred. Records and vouchers authorizing the payments involved

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 shall be available for examination by the Owner at convenient hours of week days.

2 10. Default in Payment of Assessments. Each monthly assessment and each spec-
3 ial assessment shall be separate, distinct and personal debts and obligations of the Owner
4 against whom the same are assessed at the time the assessment is made and shall be collect-
5 ible as such. Suit to recover a money judgment for unpaid common expenses shall be
6 maintainable without foreclosing or waiving the lien securing the same. The amount of any
7 assessment, whether regular or special, assessed to the Owner of any condominium plus
8 interest at seven per cent (7%), and costs, including reasonable attorneys' fees, shall be-
9 come a lien upon such condominium upon recordation of a notice of assessment as provided
10 in Section 57-8-20 of The Condominium Act. The said lien for nonpayment of common ex-
11 penses shall have priority over all other liens and encumbrances, recorded or unrecorded,
12 except only

13 (1) Tax and special assessment liens on the unit in favor of any assessment
14 unit, and special district, and

15 (2) Encumbrances on the Owner's condominium recorded prior to the date
16 such notice is recorded which by law would be a lien prior to subsequently recorded encum-
17 brances.

18 A certificate executed and acknowledged by a majority of the Management Committee
19 stating the indebtedness secured by the lien upon any condominium created hereunder, shall
20 be conclusive upon the Management Committee and the Owners as to the amount of such
21 indebtedness on the date of the certificate, in favor of all persons who rely thereon in
22 good faith, and such certificate shall be furnished to any Owner or any encumbrancer or
23 prospective encumbrancer of a condominium upon request at a reasonable fee, not to exceed
24 Ten Dollars (\$10). Unless the request for a certificate of indebtedness shall be complied
25 with within ten days, all unpaid common expenses which become due prior to the date of
26 the making of such request shall be subordinate to the lien held by the person making the
27 request. Any encumbrancer holding a lien on a condominium may pay any unpaid common
28 expenses payable with respect to such condominium and upon such payment such encumbrancer

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 shall have a lien on such condominium for the amounts paid of the same rank as the lien
2 of his encumbrance.

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

13 In case of foreclosure, the Owner shall be required to pay a reasonable rental
14 for the condominium and the plaintiff in the foreclosure action shall be entitled to the
15 appointment of a receiver to collect the rental without regard to the value of the mortgage
16 security. The Management Committee or Manager shall have the power to bid in the
17 condominium at foreclosure or other sale and to hold, lease, mortgage and convey the con-
18 dominium.

19 11. Mortgage Protection. Notwithstanding all other provisions hereof:

20 (a) The liens created hereunder upon any condominium shall be subject
21 and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by
22 any recorded first mortgage (meaning a mortgage with first priority over other mortgages)
23 upon such interest made in good faith and for value, provided that after the foreclosure of
24 any such mortgage there may be a lien created pursuant to paragraph 10 hereof on the
25 interest of the purchaser at such foreclosure sale to secure all assessments, whether regular
26 or special, assessed hereunder to such purchaser as an Owner after the date of such fore-
27 closure sale, which said lien, if any claimed, shall have the same effect and be enforced
28 in the same manner as provided herein;

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

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

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

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

17 Any Manager named or employed by Declarant shall be employed to manage only
18 until the first election of a Management Committee at which time, the new Management
19 Committee shall have the right to retain or discharge said Manager as it determines desirable
20 in its discretion.

21 13. Exclusive ownership and Possession by Owner.

22 Each Owner shall be entitled to exclusive ownership and possession of his Unit.
23 Each Owner shall be entitled to an undivided interest in the Common Area in the percentage
24 expressed in Exhibit A of this Declaration. The percentage of the undivided interest of
25 each Owner in the Common Area as expressed in Exhibit A shall have a permanent character
26 and shall not be altered without the consent of all owners expressed in an amended declara-
27 tion duly recorded. The percentage of the undivided interest in the Common Area shall not
28 be separated from the Unit to which it appertains and shall be deemed to be conveyed or

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

1 encumbered or released from liens with the Unit even though such interest is not expressly
2 mentioned or described in the conveyance or other instrument. Each Owner may use the
3 Common Area in accordance with the purpose for which it is intended, without hindering
4 or encroaching upon the lawful rights of the other Owners.

5 An Owner shall not be deemed to own the undecorated and/or unfinished surfaces
6 of the perimeter walls, basement floors, (upper) top story ceilings, windows and doors
7 bounding his Unit, nor shall the Owner be deemed to own the utilities running through his
8 Unit which are utilized for, or serve more than one Unit, except as a tenant in common with
9 the other Owners. An Owner, however, shall be deemed to own and shall have the exclu-
10 sive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner
11 surfaces of the walls, basement floors, (upper) top story ceilings, windows and doors bound-
12 ing his Unit.

13 14. Owner's Obligation to Repair. Except for those portions which the Manage-
14 ment Committee is required to maintain and repair hereunder (if any), each Owner shall
15 at the Owner's expense keep the interior of his Unit and its equipment and appurtenances
16 in good order, condition and repair and in a clean and sanitary condition, and shall do
17 all redecorating, painting and varnishing which may at any time be necessary to maintain
18 the good appearance and condition of his Unit. In addition to decorating and keeping the
19 interior of the Unit in good repair, the Owner shall be responsible for the maintenance,
20 repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures,
21 refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in,
22 or connected with the Unit. It is expressly understood that there are, appurtenant to some
23 Units, air conditioners which are located in the patios appurtenant to the Units. An easement
24 is hereby reserved in favor of each such Unit for the purpose of maintenance, repair or re-
25 placement of the said air conditioners by the respective Owners as required hereinabove.

26 The Owner shall also, at the Owner's own expense, keep the balcony and the
27 interior of the patio, storage shed and carports which have been assigned to his Unit in a clean
28 and sanitary condition. The Management Committee and Manager shall not be responsible

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

1 to the Owner for loss or damage by theft or otherwise of articles which may be stored by
2 the Owner in the balcony, patio, storage shed, carports or Unit.

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

6 15. Prohibition Against Structural Changes by Owner. The Owner shall not, with-
7 out first obtaining written consent of the Management Committee, make or permit to be made
8 any structural alteration, improvement or addition in or to his Unit or in or to the exterior
9 of the buildings or other Common Area. The Owner shall do no act nor any work that will
10 impair the structural soundness or integrity of the buildings or safety of the property or im-
11 pair any easement or hereditament without the written consent of all owners. The Owner
12 shall not paint or decorate any portion of the exterior of the buildings or other Common
13 Area or any portion of the patio fences, storage sheds or carports, without first obtaining
14 written consent of the Management Committee.

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

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

20 (b) There shall be no obstruction of the Common Area. Nothing shall be
21 stored in the Common Area without the prior consent of the Management Committee.

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

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

1 (e) No animals, livestock or poultry of any kind shall be raised, bred,
2 or kept in any Unit or in the Common Area, except that dogs, cats or other household pets
3 may be kept in Units, subject to rules and regulations adopted by the Management Committee;

4 (f) No noxious or offensive activity shall be carried on in any Unit or in
5 the Common Area, nor shall anything be done therein which may be or become an annoyance
6 or nuisance to the other Owners;

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

9 (h) There shall be no violation of rules for the use of the Common Area
10 adopted by the Management Committee and furnished in writing to the Owners, and the Man-
11 agement Committee is authorized to adopt such rules.

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

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

23 18. Failure of Management Committee to Insist on Strict Performance No Waiver.
24 The failure of the Management Committee or Manager to insist in any one or more instances,
25 upon the strict performance of any of the terms, covenants, conditions or restrictions of this
26 Declaration, or to exercise any right or option herein contained, or to serve any notice
27 or to institute any action shall not be construed as a waiver or a relinquishment for the
28 future, of such term, covenant, condition or restriction but such term, covenant, condition

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 or restrictions shall remain in full force and effect. The receipt by the Management Com-
2 mittee or Manager of any assessment from an Owner, with knowledge of the breach of any
3 covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Manage-
4 ment Committee or Manager of any provision hereof shall be deemed to have been made unless
5 expressed in writing and signed by the Management Committee or Manager.

6 19. Limitation of Management Committee's Liability. The Management Committee
7 shall not be liable for any failure of water supply or other service to be obtained and paid
8 for by the Management Committee hereunder, or for injury or damage to person or property
9 caused by the elements or by another Owner or person in the project, or resulting from elec-
10 tricity, water, rain, dust or sand which may leak or flow from outside or from any parts of
11 the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from
12 any other place unless caused by gross negligence of the Management Committee. No dimin-
13 ution or abatement of common expense assessments shall be claimed or allowed for inconven-
14 iences or discomfort arising from the making of repairs or improvements to the Common Area
15 or from any action taken to comply with any law, ordinance or orders of a governmental
16 authority.

17 20. Indemnification of Management Committee Members. Each member of the Man-
18 agement Committee shall be indemnified by the Owners against all expenses and liabilities
19 including attorneys' fees, reasonably incurred by or imposed upon him in connection
20 with any proceeding to which he may be a party, or in which he may become involved, by
21 reason of his being or having been a member of the Management Committee, or any settlement
22 thereof, whether or not he is a member of the Management Committee at the time such ex-
23 penses are incurred, except in such cases wherein the member of the Management Committee
24 is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties;
25 provided that in the event of a settlement the indemnification shall apply only when the
26 Management Committee approves such settlement and reimbursement as being for the best
27 interests of the Management Committee.

28 21. Sale or Lease Right of First Refusal. In the event any Owner of a condominium

1 shall wish to resell or lease the same, and shall have received a bona fide offer therefor from a
2 prospective purchaser or tenant, the remaining Owners shall be given written notice thereof
3 together with an executed copy of such offer and the terms thereof. Such notice and copy
4 shall be given to the Management Committee for all of the Owners. The remaining Owners
5 through the Management Committee or a person named by the Management Committee, shall
6 have the right to purchase or lease the subject condominium upon the same terms and condi-
7 tions as set forth in the offer therefor, provided written notice of such election to purchase
8 or lease is given to the selling or leasing Owner, and a matching down payment or deposit
9 is provided to the selling or leasing Owner during the twenty-one day period immediately
10 following the delivery of the notice of the bona fide offer and copy thereof to purchase or
11 lease.

12 In the event any Owner shall attempt to sell or lease his condominium without af-
13 fording to the other Owners the right of first refusal herein provided, such sale or lease shall
14 be wholly null and void and shall confer no title or interest whatsoever upon the intended
15 purchaser or lessee.

16 The subleasing or subrenting of said interest shall be subject to the same limitations
17 as are applicable to the leasing or renting thereof. The liability of the Owner under these
18 covenants shall continue, notwithstanding the fact that he may have leased or rented said
19 interest as provided herein.

20 In no case shall the right of first refusal reserved herein affect the right of an
21 Owner to subject his condominium to a trust deed, mortgage or other security instrument.

22 The failure of or refusal by the Management Committee to exercise the right to so
23 purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase
24 or lease when an Owner receives any subsequent bona fide offer from a prospective purchaser
25 or tenant.

26 22. Mortgages not Affected by Right of First Refusal. In the event of any default
27 on the part of any Owner under any first mortgage made in good faith and for value, which
28 entitled the holder thereof to foreclose same, any sale under such foreclosure, including de-

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

1 livery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and
2 clear of the provisions of paragraph 21, and the purchaser (or grantee under such deed in lieu
3 of foreclosure) of such condominium shall be thereupon and thereafter subject to the provisions
4 of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed
5 given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nom-
6 inee, the said holder or nominee may thereafter sell and convey the condominium free and
7 clear of the provisions of paragraph 21, but its grantee shall thereupon and thereafter be sub-
8 ject to all of the provisions thereof.

9 The transfer of a deceased joint tenant's interest to the surviving joint tenant or
10 the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy
11 laws shall not be subject to the provisions of paragraph 21.

12 If an Owner of a condominium can establish to the satisfaction of the Management
13 Committee that a proposed transfer is not a sale or lease, then such transfer shall not be
14 subject to the provisions of paragraph 21.

15 23. Certificate of Satisfaction of Right of First Refusal. Upon written request of
16 any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of
17 any condominium, the Management Committee shall forthwith, or where time is specified,
18 at the end of the time, issue a written and acknowledged certificate in recordable form,
19 evidencing that:

20 (a) With respect to a proposed lease or sale under paragraph 21, that
21 proper notice was given by the selling or leasing owner and that the remaining Owners did
22 not elect to exercise their option to purchase or lease;

23 (b) With respect to a deed to a first mortgagee or its nominee in lieu of
24 foreclosure, and a deed from such first mortgagee or its nominee, pursuant to paragraph
25 22, that the deeds were in fact given in lieu of foreclosure and were not subject to the
26 provisions of paragraph 21;

27 (c) With respect to any contemplated transfer which is not in fact a sale
28 or lease, that the transfer is not or will not be subject to the provisions of paragraph 21;

1 Such a certificate shall be conclusive evidence of the facts contained therein.

2 24. Insurance. The Management Committee shall obtain and maintain at all times
3 insurance of the type and kind and in at least the amounts provided hereinabove, and in-
4 cluding insurance for such other risks, of a similar or dissimilar nature, as are or shall here-
5 after customarily be covered with respect to other condominium projects similar in construc-
6 tion, design and use which insurance shall be governed by the following provisions:

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

9 (b) Exclusive authority to adjust losses under policies hereafter in force
10 in the project shall be vested in the Management Committee or its authorized representative;

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

14 (d) Each Owner may obtain additional insurance at his own expense; pro-
15 vided, however, that no Owner shall be entitled to exercise his right to maintain insurance
16 coverage in such a way as to decrease the amount which the Management Committee, in be-
17 half of all of the Owners, may realize under any insurance policy which the Management
18 Committee may have in force on the project at any particular time;

19 (e) Each Owner shall be required to notify the Management Committee of all
20 improvements made by the Owner to his Unit, the value of which is in excess of One Thou-
21 sand Dollars (\$1,000.00);

22 (f) Any Owner who obtains individual insurance policies covering any por-
23 tion of the project other than personal property belonging to such Owner, shall be required
24 to file a copy of such individual policy or policies with the Management Committee within
25 thirty (30) days after purchase of such insurance;

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

28 (1) A waiver of subrogation by the insurer as to any claims
against the Management Committee, the Manager, the Owners and

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1 their respective servants, agents, and guests;

2 (2) That the master policy on the project cannot be cancelled,

3 invalidated or suspended on account of the conduct of any one or more

4 individual Owners;

5 (3) That the master policy on the project cannot be cancelled,

6 invalidated or suspended on account of the conduct of any officer or

7 employee of the Management Committee or Manager without a prior

8 demand in writing that the Management Committee or Manager cure

9 the defect;

10 (4) That any "no other insurance" clause in the master policy ex-

11 clude individual owners' policies from consideration;

12 (h) The annual insurance review which the Management Committee is

13 required to conduct as provided in Paragraph 6 above shall include an appraisal of the im-

14 provements in the project by a representative of the insurance carrier writing the master

15 policy.

16 25. No Partition. There shall be no judicial partition of the project or any part

17 thereof, nor shall Declarant or any person acquiring any interest in the project or any part

18 thereof seek any such judicial partition, until the happening of the conditions set forth

19 in Paragraph 26 hereof in the case of damage or destruction or unless the property has been

20 removed from the provisions of the Condominium Act as provided in Section 57-8-22

21 thereof; provided, however, that if any condominium shall be owned by two or more co-

22 tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed

23 to prevent a judicial partition as between such co-tenants. But such partition shall not af-

24 fect any other condominium.

25 26. Damage and Destruction. In case of fire, casualty or any other disaster, the

26 insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such recon-

27 struction. Reconstruction of the buildings, as used in this paragraph means restoring the

28 buildings to substantially the same condition in which they existed prior to the fire, casualty

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY, UTAH

1 or other disaster, with each Unit and the Common Area having the same vertical and hori-
2 zontal boundaries as before. Such reconstruction shall be accomplished by the Manager or
3 Management Committee.

4 If the insurance proceeds are insufficient to reconstruct the building, damage to or
5 destruction of the building shall be promptly repaired and restored by the Manager or Man-
6 agement Committee, using proceeds of insurance, if any, on the buildings for that purpose,
7 and the Unit owners shall be liable for assessment for any deficiency. However, if three-
8 fourths or more of the buildings are destroyed or substantially damaged and if the Owners,
9 by a vote of at least three-fourths of the voting power, do not voluntarily, within one hun-
10 dred days after such destruction or damage, make provision for reconstruction, the Manager
11 or Management Committee shall record, with the county recorder, a notice setting forth
12 such facts, and upon the recording of such notice:

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

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

17 (3) any liens affecting any of the condominiums shall be deemed to be trans-
18 ferred in accordance with the existing priorities to the undivided interest of the Owner in the
19 property; and

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

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

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

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

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

12 28. Personal Property. The Management Committee or Manager may acquire and
13 hold, for the benefit of the Owners, tangible and intangible personal property and may dis-
14 pose of the same by sale or otherwise; and the beneficial interest in such personal property
15 shall be owned by the Owners in the same proportion as their respective interests in the
16 Common Area, and shall not be transferable except with a transfer of a condominium. A
17 transfer of a condominium shall transfer to the transferee ownership of the transferor's bene-
18 ficial interest in such personal property.

19 Within 30 days following the recording of this Declaration, the Declarant shall
20 execute and deliver a bill of sale to the Management Committee in behalf of all the Owners,
21 transferring all items of personal property located on the project and furnished by the De-
22 clarant, which property is intended for the common use and enjoyment of the Owners.

23 29. Audit. Any Owner may at any time at his own expense cause an audit or
24 inspection to be made of the books and records of the Manager or Management Committee.
25 The Management Committee, at the expense of the common expenses, shall obtain an audit
26 of all books and records pertaining to the project at no greater than annual intervals and
27 furnish copies thereof to the Owners.

28

1 30. Interpretation. The provisions of this Declaration shall be liberally construed
2 to effectuate its purpose of creating a uniform plan for the development and operation of a
3 condominium project. Failure to enforce any provision hereof shall not constitute a waiver
4 of the right to enforce said provision or any other provision hereof.

5 31. Amendment. Except as otherwise provided herein, the provisions of this Decla-
6 ration may be amended by an instrument in writing signed and acknowledged by record Owners
7 holding seventy-five per cent (75%) of the total vote hereunder, which amendment shall be
8 effective upon recordation in the Office of the Recorder of Salt Lake County, State of Utah.

9 32. Severability. The provisions hereof shall be deemed independent and sever-
10 able, and the invalidity or partial invalidity or unenforceability of any one provision or
11 portion thereof shall not affect the validity or enforceability of any other provision hereof.

12 33. Effective Date. This Declaration shall take effect upon recording.

13 IN WITNESS WHEREOF, the undersigned has executed this instrument this 1st
14 day of December, 1964.

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

RICHARD PROWS, INC.
By Richard Prows
Its President

15
16
17
18
19
20
21
22
23
24
25
26
27
28

Secretary

1 STATE OF UTAH)
) SS
2 COUNTY OF SALT LAKE)

3 On this 1st day of December, 19 64, personally appeared before me,
4 a notary public in and for said County and State, RICHARD S. PROWS
5 and MAS YANO known to me to be the President
6 and Secretary respectively of the Corporation that executed the
7 foregoing instrument and upon oath, did depose that they are acquainted with the seal of
8 said Corporation and that the seal affixed to said instrument is the Corporate seal of said
9 Corporation; that the signatures to said instrument were made by officers of said Corporation
10 as indicated after said signatures; and that the said Corporation executed the said instru-
11 ment freely and voluntarily and for the uses and purposes therein mentioned.

[Handwritten Signature]
Notary Public in and for said County
and State

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH



12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

THREE FOUNTAINS YOUNG AMERICA FAMILY TOWNHOUSES PROJECT

PHASE NO. 1

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1	2	3	4	5
		Unit Number	Building Number	Carports Number
				%Ownership in Common Area (Also Determinative of Voting Rights and Pro Rata Share of Common Expenses)
4		1	A	.6529
		2	A	"
5		3	A	"
		4	A	"
6		5	A	"
		6	A	"
7		7	A	"
		8	A	"
8		9	A	"
		10	A	"
9		11	A	"
		12	A	"
10		13	A	"
		14	A	"
11		15	A	"
		16	A	"
12		17	B	.7860
		18	B	"
13		19	B	"
		20	B	"
14		21	B	"
		22	B	"
15		23	B	"
		24	B	"
16		25	B	"
		26	B	"
17		27	C	"
		28	C	"
18		29	C	"
		30	C	"
19		31	C	"
		32	C	"
20		33	C	"
		34	C	"
21		35	C	"
		36	D	"
22		37	D	"
		38	D	"
23		39	D	"
		40	D	"
24		41	D	"
		42	D	"
25		43	D	"
		44	D	"
26		45	D	"
		46	E	"
27		47	E	"
		48	E	"
28		49	E	"

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1	50	E	.7860
	51	E	"
2	52	E	"
	53	E	"
3	54	E	"
	55	E	"
4	56	F	"
	57	F	"
5	58	F	"
	59	F	"
6	60	F	"
	61	F	"
7	62	F	"
	63	F	"
8	64	F	"
	65	G	"
9	66	G	"
	67	G	"
10	68	G	"
	69	G	"
11	70	G	"
	71	H	"
12	72	H	"
	73	H	"
13	74	H	"
	75	H	"
14	76	H	"
	77	H	"
15	78	H	"
	79	H	"
16	80	H	"
	81	H	"
17	82	H	"
	83	I	"
18	84	I	"
	85	I	"
19	86	I	"
	87	I	"
20	88	I	"
	89	I	"
21	90	I	"
	91	I	"
22	92	J	.6529
	93	J	"
23	94	J	"
	95	J	"
24	96	J	"
	97	J	"
25	98	J	"
	99	J	"
26	100	J	"
	101	J	"
27	102	J	"
	103	J	"
28			

ROMNEY AND NELSON
ATTORNEYS AND COUNSELORS AT LAW
SALT LAKE CITY 1, UTAH

1	104	K	.6529
	105	K	"
2	106	K	"
	107	K	"
3	108	K	"
	109	K	"
4	110	K	"
	111	K	"
5	112	K	"
	113	K	"
6	114	K	"
	115	K	"
7	116	L	.7860
	117	L	"
8	118	L	"
	119	L	"
9	120	L	"
	121	L	"
10	122	L	"
	123	M	"
11	124	M	"
	125	M	"
12	126	M	"
	127	M	"
13	128	M	"
	129	M	"
14	130	M	"
	131	M	"
15	132	M	"
	133	M	"
16	134	M	"
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

TOTAL 100.00