ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE 2 PLANNED UNIT DEVELOPMENT

(PART A)

2576236

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 29 day of August, 1973, by RESEARCH HOMES OF UTAH, INC., A Utah Corporation, hereinafter referred to as "DECLARANT,"

\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H} :

WHEREAS, Declarant is the owner of that certain parcel of real property hereinafter more particularly described in Article II below; and

WHEREAS, Declarant has constructed, or is in the process of constructing upon said parcel a Planned Unit Development, including certain condomimium units, townhouse lots and certain other improvements. All of such construction has been, or is to be, performed in accordance with the plans and specifications contained in the Official Subdivision Plat Maps and Record of Survey Maps; and

WHEREAS, Declarant desires, by filing this Declaration, to submit said parcel and all improvements now or hereafter constructed thereon to those certain covenants, conditions, restrictions, reservations, assessments, charges and liens as hereinafter set forth as a Planned Unit Development to be known as Village 2 Planned Unit Development (Part A); and

WHEREAS, Declarant has prior to the date hereof sold, transferred and conveyed to third parties, a number of town-house and condominium units within the Project; and

WHEREAS, Declarant has obtained the acknowledgement and consent to this Declaration of all of the said third party unit owners, as well as the consent of all parties possessing liens effecting any portion of the Project, which by their

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Request of Title Insurance Agency of Utal:

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Recorder, Salt Lake County, Utah

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consents, attached hereto and by this reference made a part hereof, said third party unit owners and lien holders hereby join in the submission as set forth in Article II below; and

WHEREAS, Declarant intends to sell to various additional purchasers the fee title to the individual units and lots located within the said development, together with the undivided ownership interest in the common areas and facilities appurtenant to various units and lots, subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth; and

WHEREAS, Declarant anticipates that the Planned Unit
Development created hereby will be but the first part of a larger
Planned Unit Development which ultimately may come into existence.
Accordingly, Declarant wishes to reserve the right to include
such additional parts as a part of one development consisting of
all parts which may be completed at any given time,

NOW, THEREFORE, Declarant hereby declares that that certain parcel of real property described in Article II below, shall be held, sold and conveyed and occupied subject to the following easements, restrictions, covenants, conditions, assessments, charges and liens, which are for the purpose of protecting the value and desirability of, and which shall be construed as covenants of equitable servitude and shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. <u>DEFINITIONS</u>.

When used in this Declaration, including the recitals hereto, the following terms shall have the meaning indicated:

Declaration shall mean and refer to this Enabling
 Declaration of Covenants, Conditions and Restrictions of Village 2
 Planned Unit Development.

- 2. Plat shall mean and refer to any Record of Survey Map filed in connection with any condominium project within the Planned Unit Development and to any map or plat filed in connection with any townhouse or subdivision project within the Planned Unit Development.
- 3. Association shall mean and refer to Village 2
 Owners Association a non-profit Corporation to be organized
 under the laws of the State of Utah, its successors and assigns.
- 4. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any condominium unit, townhouse, lot or other living unit or tract of undeveloped real property which is part of the parcel described in Article II below, including contract sellers but excluding those having an interest merely as security for the performance of an obligation.
- 5. Recreational Areas and Facilities shall mean and refer to such portions of a Parcel as are conveyed by Declarant to the Association, which portions are intended for the common use and enjoyment of all the owners, as distinguished from only those persons holding an interest in a particular condomimium, townhouse or subdivision project.
- 6. Lot shall mean and refer to any plot of land, (but not including a condominium unit) shown upon any recorded plat of the parcel and intended to be used and occupied by a single family or living group.
- 7. Condominium Unit shall mean and refer to each unit of occupancy located within the parcel(s) which is or has been constructed and subjected to the provisions of the Utah Condominium Ownership Act, including the entire right, title and interest which is owned by the owner of the condominium unit.
- 8. <u>Declarant</u> shall mean and refer to Research Homes
 Of Utah, Inc., A corporation, and to any legal entity to which
 said corporation may specifically assign the rights and interests
 vested in Declarant pursuant to the terms of this Declaration.

- 10. Common Expense shall mean and refer to all sums which are expended on behalf of all of the owners, and all sums which are required by the Association to perform or exercise its functions, duties or rights under this Declaration, the Association's Articles of Incorporation and By-Laws, the management agreement for the operation of the Project, and such rules and regulations as the Association may from time-to-time make and adopt.
- 11. Entire Tract or Entire Development shall mean and refer to the following described tract of land situated in Salt Lake County, State of Utah, together with all appurtenances thereto: to wit:

Commencing on the East line of 2700 West Street and the South line of 4100 South Street, said point being South 0°00'47" West 33.00 feet and South 89°50'08" East 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base & Meridian; and running thence along the South line of 4100 South Street, South 89°50'08" East 754.61 feet and South 77°36'10" East 410.60 feet and South 89°50'08" East 451.58 feet to the West line of I-215 (Belt Rout); thence along said West line South 03°12'39" West 365.98 feet and South 06°00'06" West 560.36 feet and South 08°25'46" West 996.97 feet and Southerly along the arc of a 5849.58 foot radius curve to the left 616.91 feet to the Quarter Section Line; thence South 89°52'50" West along said Quarter Section Line 1324.36 feet to the East line of 2700 West Street; thence North 0°00'47" East along said East line 2617.52 feet to the point of beginning. Containing 87.301 acres.

The parcel which this Declaration submits to the certain protective covenants, conditions, restrictions, reservations, assessment charges and liens as set forth herein, comprises only a part of , the Entire Tract. The description of the Entire Tract is set forth in this Declaration solely for purposes of identification. This Declaration is not intended, and should not be deemed to constitute any lien, encumbrance, restriction or limitation

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upon any real property or any interest in real property other than the Parcel which this Declaration expressly submits to the protective covenants, conditions, restrictions, reservations, assessment charges and liens hereunder.

- 12. <u>Parcel</u> shall mean and refer to each portion of the Entire Tract which is separately submitted to the terms of this Declaration as now constituted or hereinafter amended, with the intention that it shall thereby comprise, or in the future may become a part of the Project. The real property which this Declaration submits to the terms hereof, constitutes a Parcel.
- in development of the Entire Tract which is initiated though the submission of a Parcel to the terms of this declaration as now constituted or hereafter amended. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations and legal relationships which come into existence in conjunction with the submission of any single Parcel. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration and the improvements described herein which have been or will be constructed, together constitute a Part of the Planned Unit Development, to-wit: Part A.
- 14. Planned Unit Development, Development or Project shall mean and refer to the Village 2 Planned Unit Development. At any point in time the Development shall consist of Part A and any other Part or Parts which are then in existence.

II. SUBMISSION

Declarant hereby submits to the provisions of this

Declaration, and to the protective covenants, conditions, restrictions reservations, assessment charges and liens hereunder, as the Parcel associated with Part A of the Development, the following described real property situated in Salt Lake County,

State of Utah:

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Commencing on the East line of 2700 West Street and the South line of 4100 South Street, said point being South 0°00'47" West 33.00 feet and South 89°50'08" East 50.00 feet from the North Quarter Corner of Section 4, Township 2 South, Range 1 West, Salt Lake Base & Meridian; and running thence South 0°00'47" West 1065.00 feet; thence South 89°50'08" East 200.00 feet; thence North 0°00'47" East 22.00 feet; thence South 89°50'08" East 20.00 feet; thence North 80°30'00" West 13.02 feet; thence North 81°30'00" East 160.00 feet; thence North 80°30'00" West 18.06 feet; thence North 81°30'00" East 110.00 feet; thence South 89°50'08" East 161.85 feet; thence North 3°18'00" East 20.17 feet; thence South 81°00'00" East 549.24 feet; thence North 9°00'00" East 117.00 feet; thence South 81°00'00" East 549.24 feet; thence North 9°00'00" East 200.00 feet; thence North 6°00'06" East 501.00 feet; thence North 89°50'08" West 451.48 feet; thence North 70°3'10" West 410.60 feet; thence North 89°50'08" West 754.61 feet to the point of beginning.

Reserved from the foregoing submission are such easements and rights of ingress and egress over, across, through and under the above-described Parcel and improvements now, or hereafter constructed thereon as may be necessary, desirable or convenient to develop each and every part of the Entire Tract as a Part or Parts. If, pursuant to this reservation, the above-described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation herein effected shall terminate, upon the first to occur of the following events:

- (a) When each and every portion of the Entire Tract is part of a fully completed Part; or
- (b) When the right to add additional Parts to the Development terminates.

Also reserved from the foregoing submission are such easements, rights of way, right of ingress and egress over, across and through the above-described Parcel and improvements now or hereafter constructed thereon as may be necessary, desireable or convenient to allow complete non-motorized access from and to any portion of the Entire Tract to any other portion of the said Tract containing recreational facilities designed for the use and benefit of members of the Association.

The above-described Parcel, easements and rights are subject to the various electrical, telephone and gas line easements or right-of-way of record or shown on any Plat effecting said Parcel.

III. COVENANTS, RESTRICTIONS AND CONDITIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

- 1. Property Rights As an express covenant and condition of this Declaration, the Recreational Areas and Facilities designated herein shall remain and be kept for the recreational use and benefit of the members of the Association for so long as this Declaration remains in effect unless the members of the Association agree to a change of their use, which change of use shall be accomplished only after this Declaration has been properly amended to reflect such change of use. No such change of use shall be made effective unless a written instrument signed by three-fourths of each class of members agreeing to such change of use of the Recreational Areas and Facilities has been recorded in the Official Records of Salt Lake County, State of Utah. Every owner shall have a right and easement of enjoyment in and to the Recreational Areas and Facilities which shall be appurtenant to and shall pass with the title to every Lot or Living Unit, subject to the following provisions:
 - (a) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Recreational Areas and Facilities.
 - (b) The right of the Association to suspend the voting rights and rights to use of the Recreational Areas and Facilities by any Owner for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
 - (c) The right of the Association to dedicate or transfer all or any part of the Recreation

 Area and Facilities to any public agency, authority, or utility, for such purposes and subject to such

conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded in the official records of the Salt Lake County Recorder's Office, State of Utah.

- (d) Any owner may assign or delegate to the members of his family, his tenants, or contract purchasers, who reside on the property, in accordance with the Articles of the Association and By-Laws, his right of enjoyment to the Recreational Areas and Facilities.
- 2. <u>Description of Improvements</u>. The improvements included in Part A of the Planned Unit Development which are designated as Recreational Areas and Facilities may include but are not limited to a Club House, with indoor pool, community center, village square, park, playground, athletic area and bike paths.

3. Membership and Voting Rights in the Association.

- (a) Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Townhouse Lot, Condominium Unit, or other Living Unit, which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
- Voting Membership. (1) CLASS "A": the Class "A" members shall be all owners except the Declarant, of Living Units and shall be entitled to one vote for each Living Unit owned. When more than one person owns an interest in any Living Unit, all such persons shall be members. The vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such

- (2) CLASS "B": The Declarant, or its successors or assigns, shall be the owner of all Class "B" memberships, which consist of voting rights in conjunction with undeveloped portions of the properties and also Lots and Living Units which have not been sold by the Declarant. The Declarant shall be entitled to four votes for each Lot or Living Unit owned by it and twenty-four votes for each acre of undeveloped properties owned by Declarant within the Entire Tract.
- (c) <u>Declarant's Right to Appoint Board of Trustees:</u>
 Declarant shall have the option to appoint all of the members of the Board of Trustees for the Association until 10 years from the date this Declaration is filed and recorded. In the event Declarant fails to exercise this option the Board of Trustees shall be elected by the members of the Association in accordance with this Declaration, and the Articles of Incorporation and By-Laws of the Association.
- 4. Covenant for Maintenance Assessments. (a) Creation of Lien and Personal Obligation of Assessment. The Declarant, for each Lot and/or Living Unit owned by it within the Project, hereby covenants for itself, and each Owner of any Lot, Townhouse Lot, Condominium Unit, or other Living Unit, within the Project by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association:
 - (1) Annual assessments or charges; and
 - (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

- (b) <u>Purpose of Assessments</u>. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Development and for the care, maintenance and replacement of the Recreational Areas and Facilities.
- (c) <u>Basis and Maximum of Annual Assessment</u>.

 Assessments shall be levied as to each Lot or Living
 Unit as is hereinafter set forth. The assessment for
 each Class of membership shall be as follows:
 - (1) Until January 1, 1974, the maximum annual assessment shall be as follows for each class so designated:

CLASS "A": One Hundred Eighty Dollars (\$180.00) per Living Unit or Lot;

CLASS "B": Eighteen Dollars (\$18.00) per Living Unit or Lot;

assessment is levied, the amount of each assessment with respect to each class of membership shall be determined so that the actual assessments against (i) Living Units or Lots giving rise to Class "A" membership, and (ii) Living Units or Lots giving units or Lots giving rise to Class "A" membership, and (iii) Living units or Lots giving rise to Class "B" membership, are porportional to the maximum permissible assessments provided for in Article III paragraph 4 (c) (1) above.

- (3) After January 1, 1974, the annual assessment shall be as determined by the Board of Trustees of the Association. Such assessment shall be determined utilizing the following procedure:
- (i) The Board of Trustees shall prepare a proposed annual budget and shall give a notice of the proposed annual budget to each member, which notice shall also provide the time and date for a hearing of the proposed budget, within thirty (30) days but not before ten (10) days after the mailing of the notice to the members.
- (ii) The Board shall hold a hearing with the members of the Association in connection with and to consider the proposed Budget.
- (iii) The Board shall after due consideration of the results of the hearing on the proposed budget, prepare a final budget for the operation of the Association for the following fiscal year and shall assess each member of the Association pursuant to this Declaration, the Articles of Incorporation and By-Laws of the Association.
- (iv) Unless otherwise determined by a vote of at least a majority of each Class of membership represented at a hearing of the Association, the annual assessments adopted by the Board shall be such as to maintain the same proportions required under Article III paragraph 4 (c)(2) above.
- (d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement

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of a capital improvement upon the Recreational Areas and Facilities including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, in accordance with the By-Laws of the Association.

- (e) <u>Uniform Rate of Assessment</u>. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, quarterly, or annual basis as determined by the Board.
- (f) Date of Commencement of Annual Assessments-Due Dates. For purposes of determining whether a particular Lot or Living Unit gives rise to a Class "A" membership assessment or a Class "B" membership assessment, the initial status of such Lot or Living Unit shall be determined on the basis of who is the record owner of such Lot or Living Unit on the 1st day of the month following the filing of this Declaration. Changes in record title to Lots or Living Units which occur after such initial date of determination shall, for purposes of determining whether a Lot or Living Unit is to give rise to a Class "A" or Class "B" assessment, be effective on the first day of the calendar month following the date that a sale by Declarant of such Lot or Living Unit is closed. Annual assessments shall commence with respect to additional Lots or Living Units added to the Planned Unit Development, as of the first day of the calendar month following the date on which the new Part containing such additional Lots or Living Units is added to the Project as provided in Article III paragraph 5 below. When a Lot or Living Unit is subject to an assessment, or is assessed on a particular basis, for only a part of a year, the amount required to be paid with respect to the period involved shall be prorated on the

basis of time and the amount of the annual assessment(s) involved. The Association's Board of Trustees shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the Lots or Living Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association, shall upon demand and for reasonable charge, at any time furnish to any Owner liable for said assessments, a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot or Living Unit have been paid.

- of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum plus a reasonable attorney's fee for the collection thereof. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Recreational Areas and Facilities or abandonment of his Lot or Living Unit.
- (h) Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any

proceeding in lieu thereof shall extinguish the lien of such assessments on such Lot or Unit, as to payments which became due prior to such a sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof. The liens herein created may be filed and enforced in a manner similar to mechanics' or materialmen's liens as the same are defined by the laws of the State of Utah, and any person buying any of the properties herein thereby waives any right to contest the same if said lien is impressed or enforced according to the provisions of these covenants. Nothing contained in this section shall relieve any member of his personal obligation for assessments.

- (i) Exempt Property. The following property, subject to this Declaration, shall be exempt from the assessments charges and liens created herein:
 - (1) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
 - (2) All Recreational Areas and Facilities as defined herein.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

5. Addition of Parts. Declarant hereby reserves the irrevocable right, power and authority to enlarge the Development through the addition of one of more Parts, which Parts may include additional condominium projects, townhouse projects, and subdivisions, which additional projects and subdivisions when made a portion of the Project, shall become a part of a single Planned Unit Development. Notwithstanding any provision

herein which might be construed to the contrary, such right may be exercised without obtaining the vote or consent of any person and shall be limited only as specifically provided in this Declaration. Such right, power and authority is given and granted to Declarant by the Owners.

A Part shall automatically be added to the pre-existing development at such times as an enabling Declaration and related plat concerning the Part to be added, have been properly recorded in the Official Records of Salt Lake County, State of Utah.

Upon recordation of such a Declaration and related Plat, they shall automatically supplement all Declarations and $^{\rm P}$ lats associated with earlier Parts of the Project. At any point in time, the Declaration and Plat(s) concerning each Part which is then a part of the Development shall be deemed to constitute only constituent portions of a single set of instruments affecting the Project.

It is Declarant's intent that the rights and obligations of all parties with respect to any condominium project, townhouse project or subdivision located on the Entire Tract shall be governed by the instruments which relate specifically to that project or subdivision and that the rights and obligations of said parties shall be affected by the Planned Unit Development instruments only with respect to the right to use and enjoyment of the Recreational Areas and Facilities, membership in the Association and matters relating thereto. Accordingly, the addition of any Part shall in no way be construed to change or modify the undivided ownership interest or the rights or obligations associated with any condominium project, townhouse project or subdivision located on the Entire Tract.

6. Required method of Development. Declarant intends to and hereby obligates itself to conduct development of the Entire Tract in such a manner that the Development as it exists at any time shall be fully capable of occupancy and enjoyment, even though the development or inclusion of any additional Part of the Entire Tract in such a manner that the Development as it has not yet occurred and may never take place. Declarant hereby

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covenants, in favor of each owner, that each and every Part which may be added to the Development, after such owner purchases his unit or lot, shall be site-planned, and shall be architecturally compatible with the Development as it previously existed and shall be constructed in a good and workmanlike manner. In the event that all of the Entire Tract is included in the Development, the total number of Lots and Living Units through which membership in the Association is derived shall not exceed one thousand (1,000).

- 7. <u>Limitation on Right to Enlarge</u>. The right to enlarge the Development through the addition of Parts may occur only through the addition of Parts which are completed on or before twenty (20) years from the date this Declaration is filed for record.
- 8. No Obligation to Develop. Except to the extent specifically indicated herein, this Declaration is not intended and shall not be construed so as to impose upon the Declarant any obligation respecting or to restrict Declarant in any way with regard to:
 - (a) The submission of any portion of the Entire

 Tract to the provisions of this Declaration as a Parcel

 or Parcels;
 - (b) The creation and construction or addition to the Development of any Part or Parts;
 - (c) The carrying out in any particular way or within any particular time of any development which may be undertaken; or
 - (d) The taking of any particular action with respect to the Entire Tract, the Development, any Parcel or any Part.
 - 9. <u>Insurance</u>: (a) The Board of Trustees of the Association shall obtain and maintain at all times, insurance of the type and kind as follows:
 - (1) Fire Insurance, with extended coverage endorsements, for the full insurable replacement value of the Recreational Areas and Facilities, which said policy or policies shall provide for a separate loss payable endorsement in favor of the

- (2) A policy or policies insuring the Association, its Board of Trustees, Manager, agents, employees and members against any liability to the public or to the members and to their invitees or tenants, incident to the ownership and/or use of the Recreational Area and Facilities, and including the personal liability exposure of the Association and its members. Limits of liability under such insurance shall not be less than \$100,000.00 for each person, \$300,000.00 per occurrence, and shall not be less than \$50,000.00 for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the Board of Trustees and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.
 - (3) Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.
 - (4) Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other facilities similar in construction, design and use to the Recreational Areas and Facilities.
- (b) The cost and expense of said insurance shall be a part of the expenses to operate the Association as set forth in Article III, Paragraph 4 above and said insurance shall be governed by the following provisions:
 - (1) All policies shall be written with a company licensed to do business in the State of Utah and

holding a rating of "AAA" or better by Best's Insurance Reports.

- (2) Exclusive authority to adjust losses under policies hereafter in force with respect to the Recreational Areas and Facilities in the Project shall be vested in the Board of Trustees or its authorized representative.
- (3) In no event shall the insurance coverage obtained and maintained by the Association here-under, be brought into contribution with insurance purchased by individual owners or their mortgagees.
- (4) Each owner may obtain additional insurance at his own expense; provided however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the owners, may realize under any insurance policy which the Association may have in force at any particular time.
- (5) The Board of Trustees shall be required to secure insurance policies that will provide for the following:
 - (i) A waiver of subrogation by the insurer as to any claims against the Association, its Board of Trustees, Manager, agents, employees or members, or the owners of Lots and Units and their respective servants, agents and guests.
 - (ii) That any master policy on the Project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners or members of the Association.
 - (iii) That the policy on the Recreational Areas and Facilities cannot be cancelled, invalidated or suspended on account

of the conduct of any Trustee, officer, manager,

- (iv) That any "no other insurance" clause
 in the master policy exclude individual owners'
 policies from consideration.
- (6) The annual review which the Board of Trustees is required to conduct as provided above shall include an appraisal of the Recreational Areas and Facilities in the Project by a representative of the insurance carrier writing the master policy.
- Recreational Areas and Facilities, both real and personal property shall be a cost and expense of the Association and shall be a part of the budget as set forth in Article III, Paragraph 4 above. The Association shall pay such taxes and assessments without regard to whether the record owner of the property underlying the Recreational Areas and Facilities is the Declarant or the Association. Until such time as the Declarant conveys the Recreational Areas and Facilities to the Association the cost and expense of the said taxes and assessments shall be paid by the Association as part of the consideration for the use of the Recreational Areas and Facilities by the members.
- at least two-thirds (2/3) of each Class of membership in the Village 2 Owners Association shall be required to amend this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Board of Trustees of the Association in the official records of Salt Lake County, State of Utah. In such instrument the Board shall certify that the vote required by this paragraph for amendment has occurred. The foregoing rights of amendement shall be subject to the following paramount rights:

- (a) For a period of ten (10) years from the date this Declaration is recorded, Declarant shall have, and is hereby vested with the right to amend this Declaration. Such right shall apply without regard to the subject matter of amendment, so long as the amendment involved is consistent with applicable law.
- (b) Until all portions of the Entire Tract are included in the Development, or until the right to enlarge the Development through the addition of Parts terminates, whichever event first occurs, Declarant shall have and is hereby vested with, the right to amend this Declaration, as may be reasonably necessary or desirable to facilitate the practical, technical, administrative or functional integration of Part A with any subsequent Part of the Development. The Enabling Declaration and related Plat associated with any subsequent Part or Parts shall, in the manner detailed in Article III paragraph 5 of this Declaration, supplement and amend all such instruments relating to all Parts previously included in the Project.
- 12. Effect of Invalidity. The invalidity or enforcement of any portion of this Declaration shall not effect the validity or enforcement of the remainder thereof.
- 13. <u>Interpretation</u>. The Declaration shall be liberally construed to effect its purposes. The captions which precede the paragraphs of this Declaration are for convenience only and shall in no way effect the manner in which any provision hereof is construed.
- 14. Covenants to Run With the Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of the Declarant, the signatories to the attached Consents and Acknowledgements, all

parties who hereafter acquire any interest in a Unit or Lot or in the Development, and their respective grantees, transferrees, heirs, devisees, personal representatives, successors and assigns. Each owner or occupant of a Unit or Lot shall comply with and all interests in all Units or Lots shall be subject to, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in any Unit or Lot or in the Development, the party acquiring such interest consents to and agrees to be bound by, each of the provisions of this Declaration.

- 15. <u>Notices</u>. Any Notices required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
- Owner, shall default in or violate any of the provisions hereof, such member or owner shall pay all costs and expenses including a reasonable attorney's fee, incurred by the Association in enforcing the provisions hereof, whether legal or equitable, and whether or not such enforcement is pursued by formal legal action or otherwise.
- 17. General Powers and Duties of the Association. It shall be the duty of the Association to govern the property owned by it for the benefit of all the members and it shall have the right to control the nature and use of the Recreational Areas and Facilities and to prepare and publish rules and regulations pertaining to the use of said Recreational Areas and Facilities not inconsistent with these covenants.

- 18. Counterparts. This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. <u>Effective Date.</u> This Declaration shall take effect upon recording.

RESEARCH HOMES OF UTAH, INC., A Utah Corporation

BY: While Russian BY: Upm C Affording ITS: Fres.

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

Knhaly In Walker
NOTARY PUBLIC
Residing In Salt fake City, utak

y Commission Expires:

110110/2

The undersigned	Winifred	Mahaffey
being the	Purchaser(s)	of a condominium unit
in Village 2 Condominium,	Phase Number	1, hereby consent and
acknowledge as follows:		

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

> at Page 83 of the Official Records of Salt Lake

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 10 day of Sept

B00K**3439** PAGE

STATE OF UTAH)
COUNTY OF SALT LAKE)
On the <u>loth</u> day of <u>September</u> , 1973,
before me personally appearedWinifred N. Mahaffey
and, the signer(s) of the foregoing
instrument and upon oath deposes and says: That they are the
signer(s) of the foregoing instrument, that they have read
and know the contents thereof, and that the same was executed
by their own free act and deed.
Joseph X: Mk Nay
NOTARY PUBLIC Community Residing in Salt Lake City, Utakt
My Commission Expires:
June 27, 1977

The undersigned GIBERT R. SANDERON KAREN L.

SANDERSON being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this **13** day of **SEPT**, 1973.

Liebert & Sanderson

STATE OF UTAH) : SS.

COUNTY OF SALT LAKE)

On the 13th day of September ,

before me personally appeared Gilbert R. Sanderson

and Karen L. Sanderson , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY (FUBLIC)
Residing in Salt Lake City, Utah'

My Commission Expires:
June 27, 1977

The undersigned LARRY M. JONES
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:
1. That they are the sole owners of the following
described property situated in Granger, Utah, Salt Lake County
State of Utah, to-wit:
Unit No in Building, Village 2 Condominium, Phase Number 1, together with an undivided /-023/% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.
 That they acknowledge that the aforesaid
condominium unit is a portion of the Village 2 Planned
Unit Development, Part A, and that they acknowledge receipt
of and agree to be bound by all of the terms and conditions
as set forth in the foregoing Declaration of Covenants,
Conditions and Restrictions of Village 2 Planned Unit
Development, Part A, and further agree that the foregoing
said Declaration shall take effect upon recording.
DATED this / day of October , 1973.

STATE OF UTAH : ss.

COUNTY OF SALT LAKE)

On the lst day of October , 1973,

before me personally appeared Larry M. Jones

and _______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC / Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977

The	undersigned	JOHN	SCORDO	2
	being the	Purchaser(s)	of a condo	ominium unit
in Village 2	Condominium,	Phase Number	1, hereby	consent and
acknowledge	as follows:			

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. A in Building 2, Village 2 Condominium, Phase Number 1, together with an undivided /06/0 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 10 th day of SEPTEMBER, 1973.

STATE OF UTAH)
: ss. COUNTY OF SALT LAKE)
On the 10th day of September , 1973,
before me personally appearedJohn Scordo
and, the signer(s) of the foregoing
instrument and upon oath deposes and says: That they are the
signer(s) of the foregoing instrument, that they have read
and know the contents thereof, and that the same was executed
by their own free act and deed.
Joseph & Mc Mair
NOTARY PUBLIC // / Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977



The undersigned	Ric	hard	P	LLA	NSEN	
being the	Purcha	aser(s)	of	a condo	ominium	unit
in Village 2 Condominium,	Phase	Number	l,	hereby	consent	and
acknowledge as follows:						

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No 234 in Building 2 , Village 2 Condominium, Phase Number 1, together with an undivided 9473% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 16 day of Soptember, 1973.

STATE OF UTAH) : ss.	
COUNTY OF SALT LAKE)	
On the 16th day of	September , 1973,
before me personally appeared	Richard P. Hansen
and	_, the signer(s) of the foregoing
instrument and upon oath depos	ses and says: That they are the
signer(s) of the foregoing in	strument, that they have read
and know the contents thereof	, and that the same was executed
by their own free act and deed	d.
	Joseph J. Mr Van
	OTARY PUBLIC // / / Commonwealth / C

My Commission Expires:

June 27, 1977

The undersigned DALE PEAKERS SUSANK, BAKER
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:
That they are the sole owners of the following

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 1 St day of Actober, 1973.

Dale R. Baker Susan K. Baker

BOOK 3439 PAGE 340

STATE OF UTAH)		
COUNTY OF SALT LAKE	: ss.)		
On the <u>lst</u>	day of _	October	, 1973,
before me personally ap	ppeared	Dale R. Baker	
and Susan K. Baker		, the signer(s) of	the foregoing
instrument and upon oat	th depos	es and says: That	they are the
signer(s) of the forego	oing ins	trument, that they	have read
and know the contents t	hereof,	and that the same	was executed
by their own free act a	and deed	l .	
•		Joseph J. V	Mc Mais)
		TARY PUBLIC siding in Salt Lake	City, Utah

My Commission Expires:

June 27, 1977

The undersigned NOBERT B. I GENEVA L. DURBANK being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. A in Building 3 , Village 2 Condominium, Phase Number 1, together with an undivided 1,060% womership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this /20 day of SEPTEMBER , 1973.

BOOK 3439 PAGE 342

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 12th day of September , 1973,

before me personally appeared Rohert B. Burbank

and Geneva L. Burbank , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY FUBLIC / NOTARY FUBLIC / Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. in Building , Village 2 Condominium, Phase Number 1, together with an undivided some 8 ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 14th day of Nexton 1973

BOOK 3439 PAGE

COUNTY OF SALT LAKE)

On the 14thday of September , 1973,

before me personally appeared James Brown

and Cheryl R. Brown , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTABY PUBLIC Residing in Salt Lake City, Utah



The undersigned JERRY L. HARRIS AND

CONSUELO R. HARRIS being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. A in Building A, Village 2 Condominium, Phase Number 1, together with an undivided /06/0 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this <u>/9</u> day of <u>SEPT</u>, 1973

OOK 3439 PAGE 346

STATE OF UTAH : ss.

COUNTY OF SALT LAKE)

On the 19th day of September , 1973,

before me personally appeared Jerry L. Harris

and Consuelo Harris , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC / Residing in Salt Lake City, Utah

The undersigned AULD & JERRY VINCENT

being the Purchaser(s) of a condominium unit

in Village 2 Condominium, Phase Number 1, hereby consent and

acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. B in Building , Village 2 Condominium, Phase Number 1, together with an undivided .9473% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 12 day of Juptember, 1973.

Dessiglament

BOOK 3439 PAGE 340

STATE OF UTAH) : ss.

COUNTY OF SALT LAKE)

On the <u>fi2th</u> day of <u>September</u> , 1973,

before me personally appeared <u>Paul D. Vincent</u>

and <u>Jerry Vincent</u> , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTABLE PUBLIC Residing in Salt Lake City, Utah

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. ____ in Building _____, Village 2 Condominium, Phase Number 1, together with an undivided _9473 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this _______, 1973

Paul Selwale
Buce Coatty

500Ke

439 PAGE 35

STATE OF UTAH) : SS.

COUNTY OF SALT LAKE)

On the 6th day of October , 1973,

before me personally appeared Paul Schwab

and Bruce Crotty , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:
June 27, 1977

nok3439 PAGE 35

The undersigned CHARLES HENRY AND

BEVERLY HENRY being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. A in Building 5, Village 2 Condominium, Phase Number 1, together with an undivided /- OGO % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 3 Ld day of Oct., 1973.

Sevenly G. Kenry Charles Henry

BOOK 3439 PAGE 35

STATE OF UTAH) : ss.

COUNTY OF SALT LAKE)

On the 3rd day of October , 1973,

before me personally appeared Charles Henry

and Beverly Henry , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah



The undersigned	ROBERT V.	HACTET
being the	Purchaser(s) of	a condominium unit
in Village 2 Condominium,	Phase Number 1,	, hereby consent and
acknowledge as follows:		

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. Replace in Building 5, Village 2 Condominium, Phase Number 1, together with an undivided 7473% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this <u>// 2</u> day of <u>SEPT.</u>, 1973.

Robert V. Fluedt III

STATE OF UTAH) : ss.		
COUNTY OF SALT LAKE)		
On the $17th$ day of	September	, 1973,
before me personally appeared	d Robert V. Haedt	
and	_, the signer(s) of	the foregoing
instrument and upon oath depo	oses and says: That	they are the
signer(s) of the foregoing in	nstrument, that they	have read
and know the contents thereof	f, and that the same	was executed
by their own free act and dee	ed.	
	Apolphy: V	Mair)
	NOTARY PUBLIC // Residing in Salt Lake	City, Utah

My Commission Expires:

June 27, 1977

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. C in Building 5, Village 2 Condominum, Phase Number 1, together with an undivided 1.06/0 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 10 day of SETTEMBER, 1973.

BOOK 3439 PAGE 35

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the loth day of September, 1973,

before me personally appeared John P. Heim

and Lenora M. Heim, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PURILIC Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

The undersigned	JOHN / KEID
being the	Purchaser(s) of a condominium unit
in Village 2 Condominium,	Phase Number 1, hereby consent and
acknowledge as follows:	

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. /A in Building /2 , Village 2 Condominium, Phase Number 1, together with an undivided .7958 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 10 day of Jeptember, 1973.

BOOK 3439 PAGE

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 10th day of September, 1973,

before me personally appeared John T. Reid

and ______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

The undersigned CAROL ANN NELSON
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:
1. That they are the sole owners of the following
described property situated in Granger, Utah, Salt Lake County
State of Utah, to-wit:
Unit No. 2-c in Building , Village 2 Condominium, Phase Number 1, together with an undivided.7958 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 12 day of SEPT., 1973.

Carol Cum Nelson

STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On the $\frac{12 \mathrm{th}}{}$ day of $\frac{1}{}$	September , 1973,
before me personally appeared	Carol Ann Nelson
and	, the signer(s) of the foregoing
instrument and upon oath depos	es and says: That they are the
signer(s) of the foregoing ins	trument, that they have read
and know the contents thereof,	and that the same was executed
by their own free act and deed	ı .
•	
¥70	Joseph J. Mr Jair
	TARY PUBLIC / siding in Salt Lake City, "Itah"

The undersigned	VEE I	KASPANO
being the	Purchaser(s)	of a condominium unit
in Village 2 Condominium,	Phase Number	1, hereby consent and
acknowledge as follows:		

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 2-D in Building 1, Village 2 Condominium, Phase Number 1, together with an undivided 785 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this /3 day of Sapt , 1973.

H SMOOK MAN

STATE OF UTAH) : SS.

COUNTY OF SALT LAKE)

On the 13th day of September , 1973,

before me personally appeared Dee I. Rasband

and , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTANY PUBLIC Residing in Salt Lake City, Utah

The undersigned VAN HALL
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 12 day of SEPTEMBER, 1973.

Can R. Tall A SINGLE Man

STATE OF UTAH COUNTY OF SALT LAKE) : ss.		
	day of	Sept em ber	, 1973,
before me personally a	ppeared	Van Hall	
and		, the signer(s) of	the foregoing
instrument and upon oa	th depos	ses and says: That	they are the
signer(s) of the foreg	oing ins	strument, that they	have read
and know the contents	thereof,	, and that the same	was executed
by their own free act	and deed	ā.	
	_	Sough X: Y	no Nair
		OTARY PUBLIC // esiding in Salt Lake	e City, Utah

My Commission Expires:

June 27, 1977

The undersigned	MAR	<u>c J.</u>		KAMME	RATH	
being the	Purcha	aser(s)	of	a condo	ominium	unit
in Village 2 Condominium,	Phase	Number	1,	hereby	consent	and
acknowledge as follows:						

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. **2 E** in Building 1/2, Village 2 Condominium, Phase Number 1, together with an undivided 1/200 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

Mary Hammerett

STATE OF UTAH : ss.

COUNTY OF SALT LAKE)

On the 10th day of September , 1973,

before me personally appeared Marc J. Kammerath

and _______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

The undersigned Donald G. ALLEN

SALLYM.ALLEN being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. **2F** in Building 12, Village 2 Condominium, Phase Number 1, together with an undivided 7958 townership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 21st day of SEPTEMBER, 1973.

Sull D. allen Sulpalin STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 21st day of September , 1973,

before me personally appeared Donald G. Allen

and Sally M. Allen , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC / Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977

00K3439 PAGE 36%

The undersigned GERALD B. HOLLADAY

PAULD WINWARD being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and

acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 3A Pa in Building 1, together with an undivided .8715 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 14 day of SEPTEMBER, 1973.

Tout Deminar

BOOK 3439 PAGE 370

STATE OF UTAH : ss.

COUNTY OF SALT LAKE)

On the 14th day of September , 1973,

before me personally appeared Gerald B. Holladay

and Paul D. Winward , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC

Residing in Salt Lake City, Utah



The undersigned PAMELA O. SMITH
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:
1. That they are the sole owners of the following
described property situated in Granger, Utah, Salt Lake County,
State of Utah, to-wit:
Unit No. 3B in Building /2 , Village 2 Condominium, Phase Number 1, together with an undivided .7958 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.
2. That they acknowledge that the aforesaid
condominium unit is a portion of the Village 2 Planned
Unit Development, Part A, and that they acknowledge receipt
of and agree to be bound by all of the terms and conditions
as set forth in the foregoing Declaration of Covenants,
Conditions and Restrictions of Village 2 Planned Unit
Development, Part A, and further agree that the foregoing
said Declaration shall take effect upon recording.
DATED this
Panels O. Dnich A Sweet woman

STATE OF UTAH)	
COUNTY OF SALT LAKE)	
On the $\frac{12\text{th}}{}$ day of $_{\perp}$	September , 1973,
before me personally appeared	Pamela O. Smith
and	_, the signer(s) of the foregoing
instrument and upon oath depos	ses and says: That they are the
signer(s) of the foregoing ins	strument, that they have read
and know the contents thereof,	and that the same was executed
by their own free act and deed	1.
	Joseph J. Mc Mair
	TARY PUBLIC / siding in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 30 in Building 12 , Village 2 Condominium, Phase Number 1, together with an undivided 9715% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 2 day of Oct., 1973.

Lynne Edwards

800K3439 PAGE 37

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 2nd day of October, 1973,

before me personally appeared James L. Edwards

and Lynne Edwards, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

The undersigned DENNIS J. CANNON AND

SANDRAT, CANNON being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. **3p** in Building 12 , Village 2 Condominium, Phase Number 1, together with an undivided .8715 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this L day of OCTOBER, 1973

0K3439 PAGE 3

	STATE OF UTAH OHIO) CUYAHOGA : SS. COUNTY OF SALT LAKE)
	On the \sqrt{SI} day of $OCIOBEL$, 1973,
	before me personally appeared <u>DENNIS T AND SANDRA D. CANNOR</u>
	and, the signer(s) of the foregoing
	instrument and upon oath deposes and says: That they are the
	signer(s) of the foregoing instrument, that they have read
MINIMA OTAP	wand know the contents thereof, and that the same was executed
	NOTARY FUBLIC Residing in Salt Lake/City, Utah CLEVELAND, Cay AHOUA, OHIC)
	E. J. VIANCOURT, JR., Notary Public My commission expires Mar. 25, 1975

The undersigned <u>JAY MARK</u>, <u>DEBORAH MARK</u>

being the Purchaser(s) of a condominium unit

in Village 2 Condominium, Phase Number 1, hereby consent and

acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 3-E in Building /2 , Village 2 Condominium, Phase Number 1, together with an undivided 1758 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 12 day of SEPTEMBER, 1973.

Jus Mark Deborah Mark

DOUN

STATE OF UTAH) : ss.

COUNTY OF SALT LAKE)

On the 12th day of September , 1973,

before me personally appeared Jay Mark

and Deborah Mark , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

2.

The undersigned ONALDS TAYLOR

EMARJORY being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 1A in Building 13, Village 2 Condominium, Phase Number 1, together with an undivided 7958* ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 26 day of Sept., 1973.

Wayony Taylor

BOOK **3439** PAGE 38

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the _26th day of __September_______, 1973,

before me personally appeared __Donald S. Taylor

and __Marjory A. Taylor______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTERY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

0

1 0

The undersigned	PAUL	A.	PUTTUCK	
being the	Purchaser(s)	of	a condominiu	m unit
in Village 2 Condominium,	Phase Number	1,	hereby conse	nt and
acknowledge as follows:				

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 1-13 in Building 13, Village 2 Condominium, Phase Number 1, together with an undivided 17260 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this $\frac{12}{2}$ day of SEPT , 1973

- Some

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 12th day of September, 1973,

before me personally appeared Paul A. Puttuck

and ______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

My Commission Expires: June 27, 1977

Dook 3439 Page 382-A

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. I-C in Building 13, Village 2 Condominium, Phase Number 1, together with an undivided .7958 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 12 day of Sept., 1973.

Williams Hunter Marylon Am Pers STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 12th day of September , 1973,

before me personally appeared Willaim B. Hunter

and Mary Lou Hunter , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:

The undersigned FRANCIS E. PERK NANNEW PERK

being the Purchaser(s) of a condominium unit

in Village 2 Condominium, Phase Number 1, hereby consent and

acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 2A in Building 13 , Village 2 Condominium, Phase Number 1, together with an undivided 7758 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 8 day of SEPTEMBER, 1973.

Janne Wheek

BOOK 3439 PAGE 385

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 8th day of September, 1973,

before me personally appeared Francis E. Peek

and Nanne W. Peek, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:

The undersigned	Rop	ERT	F.	HANN	ON	
being the	Purch	aser(s)	of	a condo	ominium	unit
in Village 2 Condominium,	Phase	Number	1,	hereby	consent	and
acknowledge as follows:						

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. \(\frac{7C}{\text{in Building}}\), Village 2 Condominium, Phase Number \(\frac{1}{\text{together}}\) with an undivided \(\frac{7958}{\text{8}}\) ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this <u>12</u> day of <u>SSPT.</u>, 1973.

Robert 7 Hannon (a single man)

STATE OF UTAH)	
COUNTY OF SALT LAKE	: ss.)	
On the 12th d	lay of September	, 1973,
before me personally ap	peared Robert F. Hannon	
and	, the signer(s) of	the foregoing
instrument and upon oat	th deposes and says: That	they are the
signer(s) of the forego	ing instrument, that they	have read
and know the contents t	hereof, and that the same	was executed
by their own free act a	and deed.	
		•
	Joseph J. J.	Mc Day
	NOTARY PUBLIC () Residing in Salt Lake	City, Utah

My Commission Expires:

The undersigned JAMES W. OFER AND

LANGUE DYGE being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

> Unit No. 2D in Building /3, Villa 2 Condominium, Phase Number 1, together with an undivided .7950% ownership in the common an undivided .1950 % ownership in the Common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 2 day of 0., 1973.

- fame j. W. Dyce - Ja fine Dryce

BOOK 3439 PAGE

STATE OF UTAH)	
COUNTY OF SALT LAKE	: SS.)	
On the 2nd	day of October	, 1973,
before me personally	appeared James W. Dyer	
and LaRene Dyer	, the signer(s) of	the foregoing
instrument and upon o	ath deposes and says: That	they are the
signer(s) of the fore	going instrument, that they	have read
and know the contents	thereof, and that the same	was executed
by their own free act	and deed.	

NOTARY PUBLIC
Residing in Salt Lake City, Utah



MIKE R. FARINSWORTH, BOUNIZ The undersigned

FARNSWORTH being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

> Unit No. 2-E in Building /3, Villag 2 Condominium, Phase Number 1, together with an undivided 7200 % ownership in the common areas and facilities according to the Declaration of Conversation , Village areas and racilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 2 day of Sept

Michael A. Tarnsworth Bonnie & Farnsworth

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 12th day of September, 1973,

before me personally appeared Mike R. Farnsworth

and Bonnie Farnsworth, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

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non-talling all balls as

My Commission Expires:
June 27, 1977

BOOK 3439 PAGE 35

The undersigned DAUID E. AND LYNN D. HUDSON being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 2F in Building 13, Village 2 Condominium, Phase Number 1, together with an undivided 145% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 15TH day of SEPTEMBER , 1973.

Janid E. Hudson Jana S. Hudson

BOR3439 PER 39

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 15th day of September, 1973,

before me personally appeared David E. Hadson

and Lynn D. Hudson, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC

Residing in Salt Lake City, Utah

The	undersigned	RA	NDI	Α.	ALBE	RTSON	
	being the	Purcha	aser(s)	of	a condo	minium	unit
in Village 2	Condominium,	Phase	Number	1,	hereby	consent	and
acknowledge	as follows:						

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 34 in Building 13, Village 2 Condominium, Phase Number 1, together with an undivided 57/5 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect &pon recording.

DATED this 13 day of Sept, 1973

A-SINGLE. man

STATE OF UTAH) : ss.

COUNTY OF SALT LAKE)

On the 13th day of September , 1973,

before me personally appeared Randi A. Albertson

and _______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

The undersigned DAVIO JEPPERSON, DEBB)

JEPPERSON being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 38 in Building 1, village 2 Condominium, Phase Number 1, together with an undivided.7458 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this /3 day of ________, 1973.

Land Jeppenson Jehlio Leppenson

BOOK 3439 PAGE 397

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 13th day of September, 1973,

before me personally appeared David Jepperson

and Debbi Jepperson, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC

Residing in Salt Lake City, Utah

My Commission Expires:

The undersigned John A. Nyber6

being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. **3-C** in Building **/3**, Village 2 Condominium, Phase Number 1, together with an undivided. **145** Wiffership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 13th day of SEPTEMBER, 1973.

800x3439 mag 35

STATE OF UTAH) : ss.
COUNTY OF SALT LAKE)
On the <u>13th</u> day of <u>September</u> , 1973,
before me personally appeared
and, the signer(s) of the foregoing
instrument and upon oath deposes and says: That they are the
signer(s) of the foregoing instrument, that they have read
and know the contents thereof, and that the same was executed
by their own free act and deed.
NORTH AMENAUN
NOTARY PUBLIC CRESIDENT OF THE Residing in Salt Lake City, Utah
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My Commission Expires:
June 27, 1977
10,00,00

The undersigned	JAMES H. GEORGELIS
being the Pure	chaser(s) of a condominium unit
in Village 2 Condominium, Phas	se Number 1, hereby consent and
acknowledge as follows:	

- 1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:
 - Unit No. 3-D in Building /3 , Village 2 Condominium, Phase Number 1, together with an undivided 87.5 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.
- 2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 14 day of Lept, 1973.

James a Deorgelis
A SINGLES mach

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 14th day of September , 1973,

before me personally appeared James A. Georgelis

and ______, the signer(s) of the foregoing

instrument and upon oath deposes and says: That they are the

signer(s) of the foregoing instrument, that they have read

and know the contents thereof, and that the same was executed

by their own free act and deed.

NOTARY PUBLIC

Residing in Salt Lake City, Utah

My Commission Expires:

The undersigned AMES W. DYER AND LARGE DYER being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 3E in Building /3 , Village 2 Condominium, Phase Number 1, together with an undivided .2058 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 2 day of Odober, 1973.

James W. Dyes Lafine Dzer

800K3439 PAGE 4C

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the __2nd_ day of __October _______, 1973,

before me personally appeared _________, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

The undersigned PHILIP O. LUKE

being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. **3-F** in Building 13, Village 2 Condominium, Phase Number 1, together with an undivided **8715** % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 20TH day of **SEPTEMBER** , 1973.

hilis O Juke

BOOK 3439 PAGE 41

STATE OF UTAH COUNTY OF SALT LAKE) : ss.)			
On the 20th	day of _	September	,]	L973,
before me personally	appeared	Phillip O.	Luke	
and		, the signer(s) of the	foregoing
instrument and upon of	ath depos	ses and says:	That they	are the
signer(s) of the fore	going ins	strument, that	they have	read
and know the contents	thereof,	and that the	same was	executed
by their own free act	and deed	ι.		

NOTARY DUBLIC Residing in Salt Lake City, Utah



The undersigned
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. J-B in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided 9284 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this Aday of

. 1973.

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 13th day of September, 1973,

before me personally appeared David V. Pack

and , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

		The	undersig	ned	T	ICHARI	D	Rui	` Z	
BONNIS	e Rui	2	being	the	Purch	aser(s)	of	a cond	ominium	unit
in	Villag	ge 2	Condomin	ium,	Phase	Number	1,	hereby	consent	and
ack	nowled	ige a	s follow	s:						
		7	mhat tha		ho +ho	colo ou	nore	of th	e follow	ina

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 1-D in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided 8/47% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect, upon recording.

DATED this 10 day of September, 1973.

Richard Ruz Bonnie L. Rui STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 10th day of September, 1973,

before me personally appeared Richard Ruiz

and Bonnie Ruiz, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC
Residing in Salt Lake City, Utah



The undersigned RICHARD C. CARTER, SOYUR A.

LANTER being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and

acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. /-E in Building // , Village 2 Condominium, Phase Number 1, together with an undivided /8 // % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 9 day of September, 1973.

Joyce H Carter

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 9th day of September

on the 9th day of Richard C. Carter

and Joyce H. Carter

, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC

Residing in Salt Lake City, Utah

The undersigned GLADYS M. HUGGINS

being the Purchaser(s) of a condominium unit

in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 1-6 in Building 14 , Village 2 Condominium, Phase Number 1, together with an undivided 9284% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect ∜pon recording.

DATED this 12 day of Lept, 197

Glady M. Huggers & SINGE Woman

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 12th day of September , 1973,

before me personally appeared Gladys M. Huggins

and , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC

My Commission Expires:

The undersigned BRICE N. WILSON,

MAS. B. N. WILSON

being the Purchaser(s) of a condominium unit

in Village 2 Condominium, Phase Number 1, hereby consent and

acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 1-H in Building 1, together with an undivided 8715 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect Apon recording.

DATED this 12 day of Sept, 1973.

Mrs. B. M. Hilson Brice n. Wilson

10K3439 PAGE 4

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 12th day of September , 1973,

before me personally appeared Brice N. Wilson

and Mrs. B.N. Wilson , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

My Commission Expires:

June 27, 1977

The	undersigned	40	WELL	<u>L</u> .	BOCKI	VER	
	being the	Purcha	aser(s)	of	a condo	ominium	unit
in Village 2	Condominium,	Phase	Number	1,	hereby	consent	and
acknowledge	as follows:						

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 2A in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided 9094 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 10 day of Sept, 1973.

Lowell & Bryne Jan Bryn

STATE OF UTAH)
: ss. COUNTY OF SALT LAKE)
On the <u>loth</u> day of <u>September</u> , 1973,
before me personally appearedLowell L. Bryner
and, the signer(s) of the foregoing
instrument and upon oath deposes and says: That they are the
signer(s) of the foregoing instrument, that they have read
and know the contents thereof, and that the same was executed
by their own free act and deed.
Jacoph Mc Main
NOTARY PUBLIC // ' ' Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

The undersigned MAL BAPTISTA AND TREWE BAPTISTA being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 2-B in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided 9663% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 19 day of SEPT. , 1973

· Sune Baptista

STATE OF UTAH) : ss.	
COUNTY OF SALT LAKE)	
On the 19th	day of September	, 1973,
before me personally a	ppeared <u>Mal Baptista</u>	
and <u>Irene Baptista</u>	, the signer(s) of	the foregoing
instrument and upon oat	th deposes and says: That	they are the
signer(s) of the forego	oing instrument, that they	have read
and know the contents	chereof, and that the same	was executed
by their own free act	and deed.	
	Joseph X:	McNaw
	NOTARY/FUBLIC // Residing in Salt Lak	

My Commission Expires:

June 27, 1977

The undersigned AUL KIMBALL HESS

DIANA WASS being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 2 C in Building // , Village 2 Condominium, Phase Number 1, together with an undivided 9094 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 9 day of Sept. , 1973.

Rent KHess Diana Kes

800K3439 PAGE 4

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the _9th day of _September ______, 1973,

before me personally appeared _______ Paul Kimball Hess

and _Diana Hess _______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

Residing in Salt Lake City,

My Commission Expires:

June 27, 1977

The	undersigned		OWELL		- RKY	NER	
	being the	Purcha	aser(s)	of	a condo	ominium	unit
in Village 2	Condominium,	Phase	Number	l,	hereby	consent	and
acknowledge a	s follows:						

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this Lot day of Sept , 1973.

Sovell Sibryrer Bryrer

STATE OF UTAH COUNTY OF SALT LAKE) : ss.)			
On the 10th	day of _	September		1973,
before me personally a	appeared	Lowell L	. Bryner	
and		, the signer(s) of the	e foregoing
instrument and upon oa	ath depos	es and says:	That the	ey are the
signer(s) of the fore	going ins	trument, that	they hav	ve read
and know the contents	thereof,	and that the	same was	executed
by their own free act	and deed	l .		

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977



The undersigned ROBERT FORD AND

KAREN R.FORD being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit;

Unit No. 2 in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided ,826 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 10th day of September , 1973.

Robert L. Ford

K3439 PAGE 42

STATE OF UTAH

: SS.

COUNTY OF SALT LAKE

On the 10th day of September , 1973,

before me personally appeared Robert L. Ford

and Karen R. Ford, his wife , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

ONMy Commission Expires:

The	undersign	ned .	<u> </u>	0+1	\overline{c}	8	sak	ر ــــــــــــــــــــــــــــــــــــ	
	being	the	Purcha	aser(s)	of	a c	ondo	minium v	ınit
in Village 2	Condomini	Lum,	Phase	Number	1,	her	eby	consent	and
acknowledge a	as follows	5 :							

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. **2** in Building , Village 2 Condominium, Phase Number 1, together with an undivided **9094** % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this <u>/2</u> day of <u>SENT</u>, 1973.

A SINGLE man

STATE OF UTAH : ss.

COUNTY OF SALT LAKE)

On the 12th day of September , 1973,

before me personally appeared Scott Sasaki

and , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

The undersigned J.N.HINCKLEY &

MELBA M. HINCKLEY being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 26 in Building 4, Village 2 Condominium, Phase Number 1, together with an undivided .243% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 2 day of atober, 1973.

STATE OF UTAH : ss.

COUNTY OF SALT LAKE)

On the 2nd day of October , 1973,

before me personally appeared J.N. Hinckley

and Melba M. Hinckley , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977

The undersigned CLAY J. PETERSEN AND

HELGA PETERSEN being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 24 in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided 9094% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this <u>17</u> day of <u>SEPT</u>, 1973.

- Hilga Ritesen Jr.

600K**34**39 PAGE **4**5

STATE OF UTAH)	
COUNTY OF SALT LAKE	: ss.)	
On the 17th	day of September	, 1973,
before me personally a	ppeared Clay J. Po	etersen
and Helga Petersen	, the signer	(s) of the foregoing
instrument and upon oa	th deposes and says:	That they are the
signer(s) of the foreg	oing instrument, tha	t they have read
and know the contents	thereof, and that th	e same was executed
by their own free act	and deed.	

NOTANY PUBLIC Mc Mach)
Residing in Salt Lake City, Utah

My Commission Expires:
June 27, 1977

The undersigned BERT 6. CLIFT
being the Purchaser(s) of a condominium unit
in Village 2 Condominium, Phase Number 1, hereby consent and
acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 38 in Building 1, Village 2 Condominium, Phase Number 1, together with an undivided .9852% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 3 day of Sept

A SINGLE MAN

3439 MGE 430

STATE OF UTAH : SS.

COUNTY OF SALT LAKE)

On the 13th day of September , 1973,

before me personally appeared Bert G. Clift

and ______, the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC / Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977

The undersigned JOSEPH BRENT CARFIELD AND WICKI (ARFIELD being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 3c in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided 9264 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this // day of // , 1973

Sich Bargalos

foregh Brut Confilo

600K3439 PAGE 435

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977.

The undersigned RICHARD E WEBSTER AND

RHODA The WEBSTER being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 3 E in Building /4, Village 2 Condominium, Phase Number 1, together with an undivided ,87/5% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned , Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 2/5 day of SEPTEMBER, 1973.

Finda Jo Welsten

STATE OF UTAH) : ss.

COUNTY OF SALT LAKE)

On the 21st day of September , 1973,

before me personally appeared Richard E. Webster

and Rhonda Jo Webster , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC

Residing in Salt Lake City, Utah

My Commission Expires: June 27, 1977

2.

The undersigned H- WALLACE CUNN AND

[DANNA CUNN] being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 36 in Building 1. Village 2 Condominium, Phase Number 1, together with an undivided 2652% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 9 day of 007, 1973.

A Stallace Similar

STATE OF UTAH) COUNTY OF SALT LAKE)	
On the 9th day o	
before me personally appear	red H. Wallace Gunn
and Donna Gunn	, the signer(s) of the foregoing
instrument and upon oath de	poses and says: That they are the
signer(s) of the foregoing	instrument, that they have read
and know the contents there	of, and that the same was executed
by their own free act and d	eed.
	Jasish J. Mc Maul
	NOTARY PUBLIC / Control of the Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

The undersigned ROBERT D. JEPPSON

Jo Ann V. Jepson being the Purchaser(s) of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consent and acknowledge as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

Unit No. 3-H in Building 14, Village 2 Condominium, Phase Number 1, together with an undivided .9884% ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

2. That they acknowledge that the aforesaid condominium unit is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect whom recording.

DATED this /2 day of Sept , 1973.

STATE OF UTAH) : ss.
COUNTY OF SALT LAKE)

On the 12th day of September , 1973, before me personally appeared Robert D. Jeppson and JoAnn V. Jeppson , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:
June 27, 1977



The undersigned FRANK JENSEN, LINA 5.

JENSEN being the Purchaser(s) of a townhouse

lot, together with improvements thereon, in Village 2 Planned

Unit Development, Part A, hereby consents and acknowledges as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

2. That they acknowledge that the aforesaid townhouse lot is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 12 day of SEPTEMBER, 1973.

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 12th day of September , 1973,

before me personally appeared Frank Jensen

and Linda S. Jensen , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:

June 27, 1977

The undersigned A. ROGER MERRILL

RESECCA MERKILL being the Purchaser(s) of a townhouse lot, together with improvements thereon, in Village 2 Planned Unit Development, Part A, hereby consents and acknowledges as follows:

1. That they are the sole owners of the following described property situated in Granger, Utah, Salt Lake County, State of Utah, to-wit:

All of Lot $\frac{7}{\text{to}}$, Village 2, Phase 1, Subdivision according to the Official Plat thereof on file in the official records of Salt Lake County, State of Utah.

2. That they acknowledge that the aforesaid townhouse lot is a portion of the Village 2 Planned Unit Development, Part A, and that they acknowledge receipt of and agree to be bound by all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agree that the foregoing said Declaration shall take effect upon recording.

DATED this 1314 day of SEPTEMBER, 1973.

Retrease Marriel

Skog Muill

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE

On the 13th day of September , 1973,

before me personally appeared A. Roger Merrill

and Rebecca Merrill , the signer(s) of the foregoing instrument and upon oath deposes and says: That they are the signer(s) of the foregoing instrument, that they have read and know the contents thereof, and that the same was executed by their own free act and deed.

My Commission Expires:

My Commission Expires:

June 27, 1977

MANA 3439 PAGE 4

The undersigned	AMERICAN SAVINGS & LOAN
-	ing a mortgagee under that certain
mortgage set forth below, o	of a townhouse lot together with
the improvements thereon,	located in Village 2 Planned
Unit Development, Part A, 1	nereby consents and acknowledges
as follows:	

1. That it is holder of a first mortgage on the following described property situated in Granger, Salt Lake County, State of Utah, to-wit:

All of Lot 7, Village 2, Phase 1, Subdivision according to the Official Plat thereof on file in the official records of Salt Lake County, State of Utah.

That it acknowledges that the aforesaid townhouse lot is also a portion of the Village 2 Planned Unit Development, Part A, and that it acknowledges that the aforesaid mortgage is subject to all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agrees that the foregoing Declaration shall take effect upon recording.

DATED this 12th day of October , 1973.

AMERICAN SAYINGS & JOAN ASSOCIATION

...

Vice President

00K3439 PAGE 447

Signifer	OF I	$J'(t_{2},t_{4})$)	
				:	SS.
COUNTY	OF	SALE	LAKE)	

On this 12th day of October
in the year 1973, before me, Barbara Mason
a Notary Public of said State, duly commissioned and sworn, personally appeared Robert L. Ford
known to me to be the Vice President of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MOTARY PUBLIC

Residing in Salt Lake City, Utah

My Commission Expires:

The undersigned AMERICAN SAVINGS & LOAN ASSOCATION

being a mortgagee under that certain mortgage set forth below, of a condominium unit in Village 2 Condominium, Phase Number 1, hereby consents and acknowledges as follows:

1. That it is holder of a first mortgage on the following described property situated in Granger, Salt Lake County, State of Utah, to-wit:

SEE ATTACHED EXHIBIT "A"

That it acknowledges that the aforesaid condominium unit is also a portion of the Village 2 Planned Unit Development, Part A, and that it acknowledges that the aforesaid mortgage is subject to all of the terms and conditions as set forth in the foregoing Declaration of Covenants, Conditions and Restrictions of Village 2 Planned Unit Development, Part A, and further agrees that the foregoing Declaration shall take effect upon recording.

DATED this 12th day of October , 1973

- 1	The second second
AMERICAN AVINGA & LOAN	ASSOCIATION
De la Alamana	
BY: 2 parp 10th	and the state of t
TTS: Vice President	name a securi colimania, consequente tonta i napo p a totanta e a consequente

STATE OF UTAU) : SS.
COUNTY OF SALT LAKE)

On this 12th day of October
in the year 1973, before me, Barbara Mason
a Notary Public of said State, duly commissioned and
sworn, personally appeared Robert L. Ford
known to me to be the Vice President of the Corporation
that executed the within instrument, and acknowledged to
me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Re

Commission Expires:

Bashasa W. Mason NOTARY PUBLIC Residing in Salt Lake City, Utah

0K3439 PAGE 45

EXHIBIT "A"

The following units in the following buildings, Village 2 Condominium, Phase Number 1, together with the following undivided ownership interest in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County:

C	BUILDING	UNET	PERCENT OF COMMON AREAS
1	7	С	1 1747
1 E 1.0231 2 A 1.0610 2 B .9473 2 C 1.0610 3 A 1.0610 3 D .9473 4 A 1.0610 4 B .9473 5 A 1.0610 5 B .9473 5 A 1.0610 5 B .9473 5 C 1.0610 12 1A .7958 12 1C .7958 12 1C .7958 12 1C .7958 12 1C .7958 12 2E .7200 12 3A .8715 12 3B .7958 12 3C .8715 12 3B .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2C .7958 13 3A .8715 13 1B .7200 13 1C .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 3A .8715 13 3B .7958 13 3B .7958 13 3C .7958 14 4 1B .9284 14 1B .9284 14 1B .9284 14 1B .9284 14 1B .8715			
2			
2			
2 C 1.0610 3 A 1.0610 3 D .9473 4 A 1.0610 4 B .9473 5 A 1.0610 5 B .9473 5 C 1.0610 12 1A .7958 12 1C .7958 12 1C .7958 12 2C .7958 12 2D .7958 12 2E .7200 12 3A .8715 12 3B .7958 12 3C .8715 12 3B .7958 12 3C .8715 12 3B .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2A .7958 13 3A .8715 13 3B .7958 13 3C .7958 14 4 1B .9284 14 1D .8147 14 1B .9284 14 1D .8147 14 1F .8147 14 1F .8147 14 1F .8147			
3 A 1.0610 3 D .9473 4 A 1.0610 4 B .9473 4 D .9473 5 A 1.0610 5 B .9473 5 C 1.0610 12 1A .7958 12 1C .7958 12 2C .7958 12 2D .7958 12 2E .7200 12 3B .7958 12 3B .7958 12 3B .7958 12 3B .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2C .7958 13 2E .7200 13 2F .7958 13 3A .8715 13 3B .7958	2		
3 D .9473 4 B .9473 4 B .9473 5 A 1.0610 5 B .9473 5 C 1.0610 12 1A .7958 12 1A .7958 12 1C .7958 12 2C .7958 12 2E .7200 12 3A .8715 12 3B .7958 12 3C .8715 12 3B .7958 12 3C .8715 12 3B .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2C .7958 13 2F .7958 13 3C .7958 13 3B .7958 13 3B .7958	2		
4	ა ე		
4 B .9473 4 D .9473 5 A .1.0610 5 B .9473 5 C .1.0610 12			
4 D .9473 5 A 1.0610 5 B .9473 5 C 1.0610 12 1A .7958 12 1C .7958 12 2C .7958 12 2E .7200 12 3A .8715 12 3B .7958 12 3C .8715 12 3E .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2C .7958 13 2C .7958 13 2E .7200 13 2F .7958 13 3A .8715 13 3B .7958 13 3B .7958 13 3B .7958 13 3A .8715 13 3B .7958 <td></td> <td></td> <td></td>			
5 A 1.0610 5 B .9473 5 C 1.0610 12 1A .7958 12 1C .7958 12 2C .7958 12 2D .7958 12 2E .7200 12 3A .8715 12 3B .7958 12 3C .8715 12 3E .7958 13 1A .7958 13 1A .7958 13 1C .7958 13 2A .7958 13 2C .7958 13 2E .7200 13 2F .7958 13 3C .8715 13 3B .7958 13 3B .7958 </td <td></td> <td></td> <td></td>			
12			
12	5		
12	5		
1.2 1.2 .7958 1.2 2.0 .7958 1.2 2.0 .7958 1.2 2.2 .7200 1.2 3.0 .8715 1.2 3.0 .8715 1.2 3.0 .8715 1.2 3.0 .8715 1.2 3.0 .8715 1.2 3.0 .8715 1.2 3.0 .8715 1.3 1.0 .7958 1.3 1.0 .7958 1.3 2.0 .7958 1.3 2.0 .7958 1.3 2.0 .7958 1.3 2.2 .7200 1.3 2.2 .7958 1.3 3.0 .8715 1.3 3.0 .8715 1.3 3.0 .8715 1.3 3.0 .8715 1.3 3.0 .8715 1.3 3.0 .8715 1.3 3.0 .8715 1.3 3.0 .8715 <t< td=""><td>5</td><td></td><td></td></t<>	5		
12 2C .7958 12 2D .7958 12 2E .7200 12 3A .8715 12 3B .7958 12 3C .8715 12 3D .8715 12 3E .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2E .7200 13 2F .7958 13 3A .8715 13 3B .7958 13 3B .79	1.2		
12			
12	12		
12 3A 8715 12 3B 7958 12 3C 8715 12 3D 8715 12 3E 7958 13 1A 7958 13 1A 7958 13 1B 7200 13 1C 7958 13 2A 7958 13 2C 7958 13 2C 7958 13 2C 7958 13 2C 7958 13 3C 8715 13 3B 7958 13 3A 8715 13 3B 7958 13 3C 8715 13 3B 7958 13 3C 8715 14 1B 9284 14 1D 8147 14 1E 8147 14 1E 8147 14 1F 8715 14 2A 9094 14 2B 9663			
12 3B .7958 12 3C .8715 12 3D .8715 12 3E .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2C .7958 13 2C .7958 13 2C .7958 13 2E .7200 13 2E .7200 13 2F .7958 13 3A .8715 13 3B .7958 13 3C .8715 13 3B .7958 13 3C .8715 14 1B .9284 14 1D .8147 14 1F .8715 14 2A .9094 14 2B .9663			
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12 3D .8715 12 3E .7958 13 1A .7958 13 1B .7200 13 1C .7958 13 2A .7958 13 2C .7958 13 2C .7958 13 2D .7958 13 2E .7200 13 2F .7958 13 3A .8715 13 3B .7958 13 3C .8715 13 3D .8715 13 3D .8715 13 3D .8715 13 3D .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1F .8147 14 1F .8147 14 1F .8715 14 2A .9094 14 2B .9663			
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13 2C .7958 13 2D .7958 13 2E .7200 13 2F .7958 13 3A .8715 13 3B .7958 13 3C .8715 13 3D .8715 13 3D .8715 13 3E .7958 14 1B .9284 14 1D .8147 14 1E .8147 14 1F .8147 14 1F .8147 14 1F .8715 14 2A .9094 14 2B .9663			.7958
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13			.7958
13 2F .7958 13 3A .8715 13 3B .7958 13 3C .8715 13 3D .8715 13 3E .7958 13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	1.3	2D	.7958
13 3A .8715 13 3B .7958 13 3C .8715 13 3C .8715 13 3D .8715 13 3E .7958 13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	1.3		.7200
13 3B .7958 13 3C .8715 13 3D .8715 13 3E .7958 13 3F .7958 13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	13	2F	.7958
13 3C .8715 13 3D .8715 13 3E .7958 13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	13	3A	.8715
13 3D .8715 13 3E .7958 13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	13		.7958
13 3E .7958 13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	1.3	3C	.8715
13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	13	3D	.8715
13 3F .8715 14 1B .9284 14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	13	3E	7958
14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663	1.3	3F	
14 1D .8147 14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663		1B	
14 1E .8147 14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663			
14 1G .9284 14 1H .8715 14 2A .9094 14 2B .9663			
14 1H .8715 14 2Λ .9094 14 2B .9663			
14 2A .9094 14 2B .9663			
14 2B .9663			
	14	2C	.9094

EXHUBIT "A" CONTINUED.

BUILDING	<u>unitit</u>	PERCENT OF COMMON AREAS
1.4	2F	.9094
14	2G	.9663
1.4	2H	.9094
1.4	3.B	.9852
14	3C	.9284
14	3E	.8715
14	3G	.9852
14	3H	.9284

The undersigned First Federal Savings & Loan

Association being a mortgagee under that certain mortgage set

forth below, of a condominium unit in Village 2 Condominium,

Phase Number 1, hereby consents and acknowledges as follows:

1. That it is holder of a first mortgage on the following described property situated in Granger, Salt Lake County, State of Utah, to-wit:

Unit No. 2E in Building 14 , Village 2 Condominium, Phase Number 1, together with an undivided .8526 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filed for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

That it acknowledges that the aforesaid condominium unit is also a portion of the Village 2 Planned Unit

Development, Part A, and that it acknowledges that the aforesaid mortgage is subject to all of the terms and conditions as set forth in the foregoing Declaration of Covenants,

Conditions and Restrictions of Village 2 Planned Unit

Development, Part A, and further agrees that the foregoing

Declaration shall take effect upon recording.

DATED this 15th day of October , 1973.

FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION

mg. 1/

Secretary

esident

STATE OF UTAH) : ss.

On this 15th day of October, 1973
in the year 197, before me, Frances C. Call
a Notary Public of said State, duly commissioned and sworn, personally appeared R. P. Neilsen known to me to be the Vice President of the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

NOTARY PUBLIC Residing in Salt Lake City, Utah

My Commission Expires:

6-1-76

The undersigned Western Savings & Loan Association

being a mortgagee under that certain mortgage set
forth below, of a condominium unit in Village 2 Condominium,

Phase Number 1, hereby consents and acknowledges as follows:

1. That it is holder of a first mortgage on the following described property situated in Granger, Salt Lake County, State of Utah, to-wit:

Unit No. 2F in Building 12 , Village 2 Condominium, Phase Number 1, together with an undivided .7958 % ownership in the common areas and facilities according to the Declaration of Covenants, Conditions and Restrictions filled for record as Entry No. 2499481 in Book 3200 at Page 178 and Survey Map filed for record as Entry No. 2499480 in Book MM of Plats at Page 83 of the Official Records of Salt Lake County.

That it acknowledges that the aforesaid condominium unit is also a portion of the Village 2 Planned Unit

Development, Part A, and that it acknowledges that the aforesaid mortgage is subject to all of the terms and conditions as set forth in the foregoing Declaration of Covenants,

Conditions and Restrictions of Village 2 Planned Unit

Development, Part A, and further agrees that the foregoing

Declaration shall take effect upon recording.

DATED this day of October , 1973.

Western Savings & Loan Association

BY:

Tres.

STATE OF UTAH : ss. COUNTY OF SALT LAKE

On this 5 day of Jetalet.

in the year 1973 before me, Jetalet.

a Notary Public of said State, duly commissional and sworn, personally appeared to the known to me to be the Jetalet. I the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

NOTARY PUBLIC Residing in Salt Lake City, Utah

Of Compassion Expires: