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DECLARATION OF CONDOMINIUM

OF THE

WESTGLEN VILLAGE CONDOMINIUM

A Utah Condominium Project

10450

REC'D OF Assoc Title  
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TABLE OF CONTENTS

ARTICLE I

DEFINITIONS		<u>Page</u>
Section 1.01	Defined Terms	2
Section 1.02	Association	2
Section 1.03	Board of Trustees	2
Section 1.04	Building	2
Section 1.05	Common Areas	2
Section 1.06	Common Expense Fund	2
Section 1.07	Common Facilities	2
Section 1.08	Condominium	2
Section 1.09	Condominium Act	3
Section 1.10	Declarant	3
Section 1.11	FHLMC	3
Section 1.12	Institutional Holder	3
Section 1.13	Land	3
Section 1.14	Lease	3
Section 1.15	Limited Common Areas	3
Section 1.16	Manager	3
Section 1.17	Map	3
Section 1.18	Mortgage	3
Section 1.19	Mortgagee	3
Section 1.20	Mortgage Servicer	4
Section 1.21	Owner	4
Section 1.22	Project	4
Section 1.23	Total Votes of the Association	4
Section 1.24	Unit	4

ARTICLE II

SUBMISSION AND DIVISION OF PROJECT

Section 2.01	Submission to Condominium	4
Section 2.02	Division into Condominiums	5

ARTICLE III

BUILDINGS AND IMPROVEMENTS

Section 3.01	Buildings and Improvements	5
Section 3.02	Description of Units	5
Section 3.03	Description of Common Areas	5
Section 3.04	Description of Limited Common Areas	6

ARTICLE IV

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP		<u>Page</u>
Section 4.01	Interior of Units	6
Section 4.02	Maintenance of Units	6
Section 4.03	Right to Combine Units	6
Section 4.04	Title	7
Section 4.05	Ownership of Common Areas	7
Section 4.06	Inseparability	7
Section 4.07	No Partition	7
Section 4.08	Separate Mortgages by Owners	7
Section 4.09	Separate Taxation	8
Section 4.10	Mechanics Liens	8
Section 4.11	Description of Condominium	8

ARTICLE V

EASEMENTS

Section 5.01	Easements for Encroachments	8
Section 5.02	Easements for Maintenance, Cleaning and Repair	9
Section 5.03	Right to Ingress, Egress and Support	9
Section 5.04	Association's Right to Use Common Areas	9
Section 5.05	Easement for Completion of Project	9
Section 5.06	Easements Deemed Created	10

ARTICLE VI

RESTRICTIONS ON USE

Section 6.01	Primary Residential Use	10
Section 6.02	No Noxious or Offensive Activity	10
Section 6.03	Restriction on Signs	10
Section 6.04	Pets and Animals	10
Section 6.05	No Alterations	10
Section 6.06	No Obstructions	11
Section 6.07	No Overloading	11
Section 6.08	Prohibition of Damage and Certain Activities	11
Section 6.09	No Commercial Business	11
Section 6.10	No Lease for Transient or Hotel Purposes	11
Section 6.11	Rules and Regulations	11

ARTICLE VII

THE ASSOCIATION		<u>Page</u>
Section 7.01	Membership	12
Section 7.02	Board of Trustees	12
Section 7.03	Votes	12
Section 7.04	Amplification	12

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATION OF THE ASSOCIATION

Section 8.01	The Common Areas	13
Section 8.02	Manager	13
Section 8.03	Miscellaneous Goods and Services	13
Section 8.04	Real and Personal Property	14
Section 8.05	Rules and Regulations	14
Section 8.06	Granting Easements	14
Section 8.07	Statutory Duties and Powers	14
Section 8.08	Implied Rights	14

ARTICLE IX

ASSESSMENTS

Section 9.01	Agreement to Pay Assessments	14
Section 9.02	Annual Assessments	15
Section 9.03	Special Assessments	16
Section 9.04	Lien for Assessments	17
Section 9.05	Personal Obligation of Owner	17
Section 9.06	Statement of Account	18
Section 9.07	Personal Liability of Purchaser	18
Section 9.08	Amendment of Article	18

ARTICLE X

INSURANCE

Section 10.01	Contents of Insurance Coverage	18
Section 10.02	Multi-peril Fire and Casualty Insurance	20
Section 10.03	Comprehensive Public Liability Insurance	21
Section 10.04	Fidelity Coverage	21
Section 10.05	Owners Duty to Notify Board of Trustees	21
Section 10.06	Copy of Individual Unit Policy to Board of Trustees	21
Section 10.07	Individual Policies Not to Decrease Coverage of Master Policy	21
Section 10.08	Amendment	21

ARTICLE XI

DAMAGE OR DESTRUCTION		<u>Page</u>
Section 11.01	Association as Attorney in Fact	22
Section 11.02	Definition of Repair and Reconstruction	22
Section 11.03	Procedures	22
Section 11.04	Repair or Reconstruction	24
Section 11.05	Disbursement of Funds for Repair and Reconstruction	24
Section 11.06	Amendment of Article	24

ARTICLE XII

CONDEMNATION		
Section 12.01	Condemnation	25
Section 12.02	Proceeds	25
Section 12.03	Complete Taking	25
Section 12.04	Partial Taking	25

ARTICLE XIII

OBSOLESCENCE		
Section 13.01	Adoption of Plan	27
Section 13.02	Payment for Renewal and Reconstruction	27
Section 13.03	Sale of Project	28
Section 13.04	Amendment of Article	28

ARTICLE XIV

MORTGAGE PROTECTION		
Section 14.01	Reserve Fund	28
Section 14.02	Prior Liens on Units Only	29
Section 14.03	Priority of First Mortgagee	29
Section 14.04	Right of First Refusal	29
Section 14.05	Professional Management Contract	29
Section 14.06	Lease Restrictions	29
Section 14.07	Liability for Unpaid Common Expenses	30
Section 14.08	Notification of Default	30
Section 14.09	Prior Written Approval Required	30
Section 14.10	Membership in Association	
Section 14.11	Insurance Proceeds and Condemnation Awards	
Section 14.12	Examination of Books	
Section 14.13	Change of Ownership Information	
Section 14.14	Amendment	

ARTICLE XV

COMPLIANCE WITH DECLARATION AND BYLAWS		<u>Page</u>
Section 15.01	Compliance	30
Section 15.02	Enforcement and Remedies	30

ARTICLE XVII

GENERAL PROVISIONS

Section 16.01	Intent and Purpose	31
Section 16.02	Construction	31
Section 16.03	Notices and Registration of Mailing Address	31
Section 16.04	Audit	31
Section 16.05	Amendment	32
Section 16.06	Effective Date	32
Section 16.07	Agent for Service	32
Section 16.08	Limitation on Association's Liability	32
Section 16.09	Owner's Obligations	32
Section 16.10	Model Units, Sales Offices and Advertising Signs	33

DECLARATION OF CONDOMINIUM  
OF THE  
WESTGLEN VILLAGE CONDOMINIUM  
A UTAH CONDOMINIUM PROJECT

This Declaration of Condominium, hereinafter referred to as the "Declaration", is made and executed this 5<sup>th</sup> day of September, 1979, by Autumn Development and Construction, Inc., a Utah corporation, hereinafter referred to as the "Declarant".

RECITALS

A. Description of Land. The Declarant is the owner of the following described parcels of land, hereinafter collectively referred to as the "land", which are located in the County of Salt Lake, State of Utah:

Beginning North 0 degrees 00'45" West 1,245 feet and 33 feet East from the West  $\frac{1}{4}$  corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 89 degrees 55'30" East 693 feet; South 0 degrees 00'45" East 353.5 feet; South 89 degrees 55'30" West 693 feet; North 0 degrees 00'45" West 353.5 feet to Beginning. 5.62 acres.

Subject to all and any easements and rights-of-way for water, sewer, power, telephone, and other utilities, all and any easements and rights-of-way shown on the Map, and all and any easements and rights-of-way of record or enforceable at law or in equity.

B. Building and Improvements. The Declarant has constructed or will construct on the land certain buildings and other improvements as shown on the Map referred to below.

C. Record of Survey Map. The Declarant intends to execute, acknowledge, and record in the office of the County Recorder of Salt Lake County, State of Utah, a certain instrument pertaining to the Project and entitled "Record of Survey Map for Westglen Village Condominium, a Utah Condominium Project."

D. Intent and Purpose. The Declarant intends by recording this Declaration and the Map to submit the land, the building, and all other improvements situated in or upon the land to the provisions of the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (hereinafter referred to as the "Condominium Act") as a fee simple Condominium Project and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all Condominiums within said Project and the Owners thereof.

NOW, THEREFORE, the Declarant does hereby make the following Declaration:

ARTICLE I

DEFINITIONS

1.01. Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02. "Association" shall mean Westglen Village Condominium Owners Association, a Utah nonprofit corporation, organized to be the Association referred to herein.

1.03. "Board of Trustees" shall mean the governing board or management committee of the Association, appointed or elected in accordance with the Declaration and in accordance with the Articles of Incorporation and Bylaws of the Association.

1.04. "Building" shall mean one of the ten (10) buildings containing one or more units that have been constructed on the Land, as such buildings are shown on the Map.

1.05. "Common Areas" shall mean all physical portions of the Project, except all Units.

1.06. "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article IX of this Declaration and into which all monies of the Association shall be deposited.

1.07. "Common Facilities" shall mean all furniture, furnishings, equipment, facilities, and other property (real, personal, or mixed) and interests therein at any time leased, acquired, owned, or held by the Association for the use and benefit of all Owners and all other property (real, personal, or mixed) hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration.

1.08. "Condominium" shall mean a Unit, its undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas, and all appurtenances, as set forth in Exhibit A attached hereto and by this reference made a part hereof.

1.09. "Condominium Act" shall mean the Utah Condominium Ownership Act and amendments thereto. (Title 57, Chapter 8, Utah Code Annotated).



1.10. "Declarant" shall mean Autumn Development and Construction, Inc., a Utah Corporation.

1.11. "FHLMC" shall mean the Federal Home Loan Mortgage Corporation.

1.12. "Institutional Holder" shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency which has a first mortgage lien on any unit in the Project.

1.13. "Land" shall mean the land upon which the Project is situated, as more particularly described in Paragraph A of the Recitals above.

1.14. "Lease" shall mean any agreement for the leasing or rental of the Property.

1.15. "Limited Common Areas" shall mean any Common Areas designated as reserved for use of a certain unit or units to the exclusion of the other units in the Project. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in Section 4.03 hereof. Any balconies, porches, parking stalls or storage facilities that are identified on the Map with the same number or other designation by which a Unit is identified shall be Limited Common Areas for the exclusive use of the Owner of the Unit bearing the same number or designation.

1.16. "Manager" shall mean the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.17. "Map" shall mean the Record of Survey Map for Westglen Village Condominium, a Utah Condominium Project, pertaining to the Project and recorded or to be recorded in the office of the County Recorder of Salt Lake County, State of Utah.

1.18. "Mortgage" shall mean any mortgage, deed of trust or other security instrument by which a Condominium or any part thereof is encumbered.

1.19. "Mortgagee" shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage or deed of trust by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage or deed of trust.

1.20. "Mortgage Servicer" shall mean Deseret Federal Savings and Loan Association, its successors and assigns; 55 South State Street, Salt Lake City, Utah 84111.

1.21. "Owner" shall mean the person or persons, including the Declarant, owning in fee simple a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.22. "Project" shall mean the Land, the Buildings, and all improvements submitted by this Declaration and the Map to the provisions of the Condominium Act.

1.23. "Total Votes of the Association" shall mean the total number of votes appertaining to all Condominiums in the Project, as shown in Exhibit A attached hereto.

1.24. "Unit" shall mean an individual air space unit, consisting of enclosed rooms occupying part of a Building and bounded by the unfinished interior surfaces of the walls, floors, ceilings, windows, and doors along the perimeter boundaries of the air space, as said boundaries are shown on the Map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on interior surfaces shall be deemed to be a portion of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of another Unit: Bearing walls, floors, ceilings, and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

## ARTICLE II

### SUBMISSION AND DIVISION OF PROJECT

2.01. Submission to Condominium. The Declarant hereby submits the Land, the Buildings, and all other improvements now or hereafter made in or upon the Land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple Condominium Project to be known as Westglen Village Condominium, a Utah Condominium Project. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property

and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2.02. Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in Exhibit A attached hereto.

### ARTICLE III

#### BUILDINGS AND IMPROVEMENTS

3.01. Buildings and Improvements. The Project will consist of ten (10) buildings containing one hundred ten (110) units. Each building is similar in design and arrangement. Three of the buildings each contain nine units, including six one-bedroom and three two-bedroom units. Six of the buildings each contain twelve units, including six one-bedroom and six two-bedroom units. One building contains eleven units with five one-bedroom and six two-bedroom units. Fifty-nine (59) of the units are one-bedroom units and fifty-one (51) are two-bedroom units. The buildings are 2½ story, three-level garden apartment structures. The construction of the buildings includes concrete footings and foundations, brick veneer exterior walls, flat roofs with built-up surfacing and shake shingle, mansard facing. The interior partitions between units consist of stud walls faced with gypsum sheetrock. The interior floors are of concrete or wood construction with carpet or vinyl floor coverings.

The buildings are supplied with gas, electricity, water, sewage, and garbage collection service. Each unit is equipped with an individual furnace, water heater, and roof-mounted evaporative cooler. The buildings and other significant improvements in the Project are more fully described on the Map (Exhibit A).

3.02. Description of Units. The Map contains the unit number, location, and dimensions of each Unit in the Project and all other information necessary to identify each such Unit. Each Unit shall have appurtenant to it and reserved for its exclusive use a parking space limited common area which shall not be severed from such Unit.

3.03. Description of Common Areas. The Map contains a description of the Common Areas of the Project. The Map also contains a description of the Limited Common Areas and a designation of the particular Unit or Units to which use thereof is reserved.

3.04. Description of Limited Common Areas. The Limited Common Areas appurtenant to each unit shall include at least one designated parking space and one carpet storage area which shall be reserved for the exclusive use of each such unit. The Limited Common Areas are more fully described in the Map.

#### ARTICLE IV

##### NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.01. Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries. Each Owner shall also have the right to construct partition walls, fixtures, and improvements within the boundaries of his Unit; provided, however, that such partition walls, fixtures, and improvements (i) shall comply with all applicable laws, ordinances, and building codes, (ii) shall not interfere with facilities necessary for the support, use, or enjoyment of any other part of the Project, (iii) shall not impair the structural soundness or integrity of the Building, and (iv) shall not encroach upon the Common Areas or any part thereof, unless the Association shall consent in writing to such encroachment.

4.02. Maintenance of Units. Each Owner shall keep the interior of his Unit, including without limitation, the unfinished and finished interior surfaces of all perimeter walls, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit shall develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.03. Right to Combine Units. With the written consent of the Association, which consent shall not be unreasonably withheld, two or more adjoining Units may be utilized by the Owner or Owners thereof as if they were one Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be

utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining Units, any opening between the two units which, but for joint utilization of the two Units, would have been occupied by structural separation, shall be closed, at the equal expense of the Owner or Owners of each of the two Units and the structural separations between the two Units shall thereupon become Common Areas.

4.04. Title. Title to a Condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common.

4.05. Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each Unit in the Project shall be as set forth in Exhibit A attached hereto. The percentages appurtenant to each Unit as shown in said Exhibit A shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use and enjoyment of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner.

4.06. Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant Membership in the Association as hereinafter set forth.

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

4.08. Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise

encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to his Condominium. Any mortgage or other encumbrance of any Condominium within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.09. Separate Taxation. Each Condominium within the Project, including each Unit and appurtenant undivided interest in the Common Areas, shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the undivided interests in Common Areas appurtenant to such Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

4.10. Mechanics Liens. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

4.11. Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas, and to incorporate all of the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership.

#### ARTICLE V

#### EASEMENTS

5.01. Easements for Encroachments. If any part of the Common Areas encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does

exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas or any part of a Unit shall hereafter encroach on real property now owned by the Declarant outside the boundaries of the Land, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Buildings or any improvements constructed or to be constructed within the Project, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

5.02. Easements for Maintenance, Cleaning, and Repair. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. In addition, agents of the Association may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

5.03. Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas as necessary for access to such Owner's Unit and to any Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with title to each Condominium.

5.04. Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including without limitation the right to construct and maintain in the Common Areas (other than Limited Common Areas) facilities for use by Owners generally or by the Association and its agents exclusively.

5.05. Easement for Completion of Project. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and making improvements

therein as shown on the Map and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, the Declarant and the person causing the damage shall be liable to the Association for the prompt repair of such damage.

5.06. Easements Deemed Created. All conveyances of Condominiums within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

## ARTICLE VI

### RESTRICTIONS ON USE

6.01. Primary Residential Use. All Units within the Project shall be used exclusively for primary residential and for no toher purpose.

6.02. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause disturbance or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.03. Restriction on Signs. No signs, flags, or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without the prior inspection and written approval of the Association, except as may be necessary temporarily to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association.

6.04. No Pets or Animals. No pets or animals of any kind or nature whatsoever shall be permitted in any Unit, in the Common Areas, or in any other part of the Project.

6.05. No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make or cause to be made any alteration, addition, removal, ror improvement into or from the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Buildings or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project..



6.06. No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

6.07. No Overloading. No Owner shall bring anything into his Unit or permit anything to be done in his Unit that will cause damage to the Project. No Owner shall overload the floor of his Unit. No Owner shall permit the use or operation in his Unit of any equipment, machinery, or other apparatus that will in any manner injure, vibrate, or shake the Building or portions thereof.

6.08. Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensees, or invitees of such Owner.

6.09. No Commercial Business. No commercial business shall be permitted within the Project.

6.10. No Lease For Transient or Hotel Purposes. With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner shall lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

6.11. Rules and Regulations. Each Owner shall comply strictly with all rules and regulations adopted by the Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Association in the sole discretion of its Board of Trustees.

ARTICLE VII

THE ASSOCIATION

7.01. Membership. Each Owner shall be entitled and required to be a Member of the Association; Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person, the Membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one Membership for each Condominium owned by him. Each Membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from Membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Condominium shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a condominium.

7.02. Board of Trustees. Until such time as the responsibility for electing the Trustees of the Association is turned over to the Owners, in accordance with Utah law, the Declarant shall have the exclusive right to appoint and to remove all such Trustees. This exclusive right shall terminate after the first to occur of the following:

(a) Three years from the date on which this Declaration is recorded, or

(b) After units to which three-fourths (3/4) of the undivided interest in the common areas and facilities appertain have been conveyed.

7.03. Votes. The number of votes appurtenant to each respective condominium shall be as set forth in Exhibit A attached hereto and by this reference made a part hereof. The number of votes appurtenant to each Condominium as set forth in said Exhibit A shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.

7.04. Amplification. The provisions of this Article VII may be amplified by the Articles of Incorporation and Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The initial Bylaws of the Association shall be in the form of Exhibit B attached hereto and by this reference made a part hereof.

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.01. The Common Areas. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair; provided, however, that each Owner shall keep the Limited Common Areas designated for use in connection with his Unit, if any, in a good, clean, safe, sanitary and attractive condition. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings and the grounds, including without limitation painting thereof, repair and replacement of exterior trim and roofs, and maintenance of landscaping, walkways, driveways and parking areas. The Association shall also be responsible for maintenance, repair and replacement of Common Areas within the Buildings, including without limitation landing, stairways, utility lines, Common Facilities and all improvements and other items located within or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.02. Manager. The Association shall have the right to retain the services of an experienced, professional Manager to manage the Project. Appropriate fidelity bond coverage shall be required for any employee of the professional manager who handles funds of the Association. The Association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund. Any management agreement for the Project will be terminable by the Association for cause upon thirty (30) days' written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

8.03. Miscellaneous Goods and Services. The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the

Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas (and for the Units to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the units.

8.04. Real and Personal Property. The Association may acquire and hold real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise. All such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

8.05. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units, the Common Areas, the Limited Common Areas, and all parts of the Project, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

8.06. Granting Easements. The Association may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Areas.

8.07. Statutory Duties and Powers. All duties, responsibilities, rights, and powers imposed upon or granted to the "management committee" or to the "manager" under the Condominium Act shall be duties, responsibilities, rights, and powers of the Association hereunder.

8.08. Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### ARTICLE IX

#### ASSESSMENTS

9.01. Agreement to Pay Assessments. The Declarant, for each Condominium owned by it within the Project, and for and as the owner of

the Project and every part thereof, hereby covenants and each Owner of any Condominium by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX.

9.02. Annual Assessments. Annual Assessments shall be computed and assessed against all Condominiums in the Project as follows:

(a) Common Expense. Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with maintenance and operation of the Common Areas and/or furnishing utility services and other common items to the Units. Such estimated expenses may include, among other things, the following: Expenses of management; real property taxes and special assessments (unless and until the Condominiums are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges, including charges for utility services to the Units to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve, major maintenance reserve, and/or sinking fund; creation of an adequate reserve fund for replacement of common element components which must be funded by monthly payments rather than extraordinary special assessments; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section 9.02 shall be part of the Common Expense Fund.

(b) Apportionment. Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among and assessed to all Owners in proportion to their respective undivided interests in the Common Areas. The Declarant shall be liable for the amount of any assessments against Condominiums owned by it.

(c) Annual Budget. Annual Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following; provided the first fiscal year shall begin on the date of this Declaration. On or before December 15, 1980 and on or before December 15 of each year thereafter, the Association shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated expenses of Common Expense for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the

prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such annual period. Such budgets shall be unnecessary for Annual Assessments relative to, or for operation of the Project during, any operating period ending before January 1, 1981.

(d) Notice and Payment. Annual Assessments shall be levied on the basis of a fiscal year beginning January 1 and ending December 31 next following; provided the first fiscal year shall begin on the date of this Declaration. Except with respect to the first fiscal year, the Association shall notify each Owner as to the amount of the Annual Assessment against his Condominium on or before December 15 each year for the fiscal year beginning on January 1 next following. Each Annual Assessment shall be payable in twelve equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates; provided, however, the Annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year and shall be payable in such installments and at such times as the Association, in the sole discretion of its Board of Trustees, may determine. All unpaid installments of any Annual Assessment shall bear interest at the rate of fifteen percent (15%) per annum from the date each such installment becomes due until paid. In the event that any installment of any Annual Assessment is not paid on the date such installment becomes due, it shall be subject to a penalty for late payment of three (\$3.00) dollars per day from the date each such installment becomes due until paid. The failure of the Association to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including non-payment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 9.03 below, except that the vote therein specified shall be unnecessary.

9.03. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or

any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of fifteen (15%) percent per annum from the date such portions become due until paid. In the event that any Special Assessment is not paid on the date such Special Assessment becomes due, it shall be subject to a penalty for late payment of three dollars (\$3.00) per day from the date each such Special Assessment becomes due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

9.04. Lien for Assessments. All sums assessed to Owners of any Condominium within the Project pursuant to the provisions of this Article IX, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium, and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed under the laws of the State of Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Association shall have the right and power to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium.

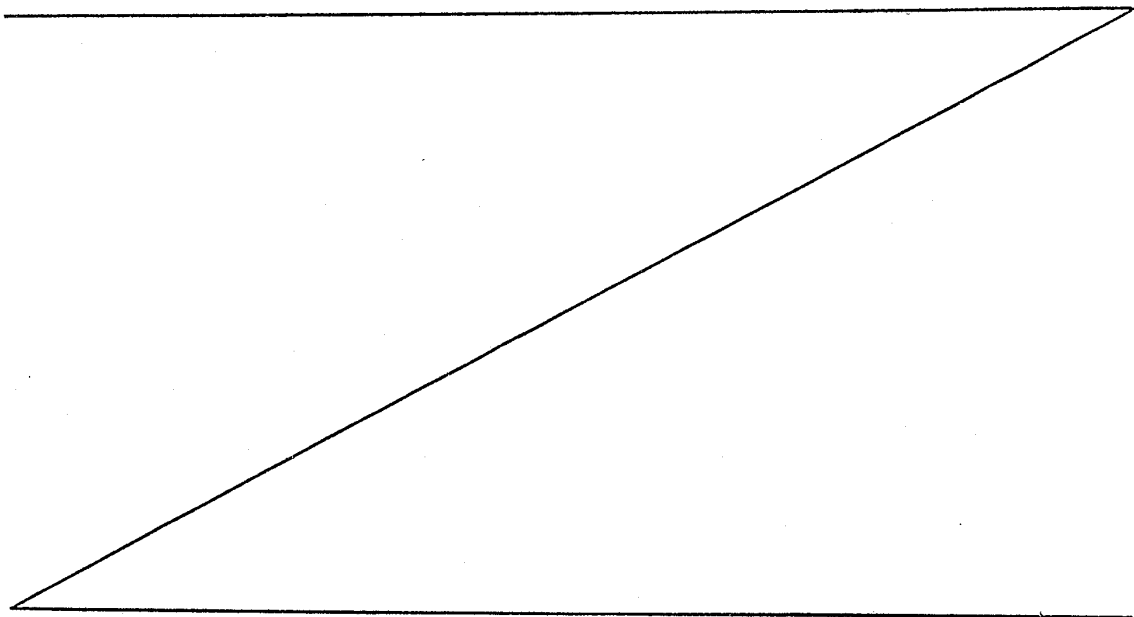
9.05. Personal Obligation of Owner. The amount of any Annual or Special Assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien

securing the same. No owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Condominium or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

9.06. Statement of Account. Upon payment of a reasonable fee not to exceed \$10.00 and upon written request of any Owner or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Condominium; the amount of the current Annual Assessment and the date or dates upon which installments thereof become due; credit for advanced payments or prepaid items, including without limitation the Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.07. Personal Liability of Purchaser. Subject to the provisions of Section 9.06, a purchaser of a Condominium shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Condominium up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

9.08. Amendment of Article. This Article IX shall not be amended unless the Owners of all Condominiums in the Project unanimously consent and agree to such amendment in a duly recorded instrument.





ARTICLE X

INSURANCE

10.01 Contents of Insurance Coverage.

The Association shall obtain and maintain at all times insurance coverage of the type and kind as provided herein including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other Projects similar to the Project in construction, design, and use. The Association shall obtain insurance with the following provisions or endorsements:

a. The named insured under any such insurance policies shall be the Association, as a trustee for the Unit Owners, or its authorized representative, including any trustee with which such Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies;

b. The insurance coverage shall not be brought into contribution with insurance purchased by individual unit owners or their respective mortgagees;

c. Each unit owner may obtain additional insurance covering his real property interest at his own expense;

d. The insurer waives its right of subrogation as to any claims against the Association, the Board of Trustees, the manager, the Unit Owners, and their respective servants, agents, and guests;

e. The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual Unit Owners or their respective lessees, employees, agents, contractors, or guests;

f. The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer, employee, agent or contractor of the Association, Board of Trustees, or manager, without prior demand in writing that the Association cure the defect and then only if the defect is not cured within fifteen (15) days;

g. Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better. Such hazard insurance carrier shall be specifically licensed or authorized by law to transact business within the State of Utah.

h. All policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private

institutional mortgage investors in the area in which the Property is located. The mortgagee clause shall provide that the insurance carrier shall notify the Mortgage Servicer ("Deseret Federal Savings and Loan Association or assigns" 55 South State Street, Salt Lake City, Utah 84111) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

i. The Association shall not obtain or maintain a policy or policies of insurance where:

i. Under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against one or more of the unit owners, any first mortgagee or first mortgagees, or the Federal Home Loan Mortgage Corporation, hereinafter FHLMC, or FHLMC's designee; or

ii. By the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or

iii. The policy includes any limiting clauses (other than insurance conditions) which could prevent FHLMC or one or more of the unit owners from collecting insurance proceeds.

#### 10.02 Multi-peril Fire and Casualty Insurance.

The Association shall maintain a multi-peril type policy covering the entire Project with the provisions and endorsements set forth in paragraph 10.01 above, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

The Project is not located in an area identified by the Department of Housing and Urban Development as an area having special flood hazards. In the event that at some future time the Project should be declared to be located in such a flood area, a blanket policy of flood insurance on the Project shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the units comprising the Project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be in form and substance as that required by FHLMC at any given time.

Each such policy shall state that the name of the insured is the "Westglen Village Condominium Owners Association for the use and benefit of the individual owners". Each such policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Westglen Village Condominium Owners Association for the use and benefit of

mortgagees as their interest may appear. The limits and coverage of said insurance shall be reviewed at least annually by the Board of Trustees and shall include an appraisal of the Project by a qualified representative of the insurance company writing the master policy on the Project. The Association shall, upon request, furnish a letter wherein the Association agrees to notify FHLMC (c/o the Mortgage Servicer) whenever:

- a. Damage to a condominium unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000, or
- b. Damage to common areas and facilities exceeds \$10,000.

#### 10.03 Comprehensive Public Liability Insurance.

The Association shall maintain a comprehensive policy of public liability insurance insuring the Association, the Board of Trustees, the manager, and the unit owners against any liability incident to the ownership, use, or operation of the common areas and facilities, commercial spaces, if any, and public ways in the Project, if any, or of any unit which may arise among themselves, to the public, or to any invitees, or tenants of the Project, or of the unit owners. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a unit owner because of negligent acts of the Association or other unit owners. The scope of coverage must include all other coverage in the types and amounts required by private institutional mortgage investors for projects similar in location, construction and use. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board of Trustees, including an evaluation of the adequacy of the policy by a qualified representative of the insurance company writing the master policy on the Project, and shall be increased at the discretion of the Board of Trustees. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims for any one or more or group of insureds against any one or more or group of insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

#### 10.04 Fidelity Coverage.

The Association shall maintain fidelity coverage against dishonest acts on the part of the Trustees on the Board of Trustees, managers, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which in no event shall be less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

10.05 Owners Duty to Notify Board of Trustees of Improvements.

Each unit owner shall be required to notify the Board of Trustees of all improvements made by the unit owner to his unit, the value of which is in excess of One Thousand Dollars (\$1,000), and shall be liable for, any increased insurance premium for insurance maintained by the Association which is necessitated by the creation of such improvements. Each unit owner shall bear the risk of loss for all improvements made to his unit that were not the subject of notice to the Board of Trustees.

10.06 Copy of Individual Unit Policy to Board of Trustees.

Any unit owner who obtains individual insurance coverage covering any portion of the Project, other than personal property belonging to such unit owner, shall be required to file a copy of such individual policy or policies with the Board of Trustees within thirty (30) days after obtaining such insurance coverage.

10.07 Individual Policies Not to Decrease Coverage of Master Policy.

No unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Board of Trustees, on behalf of all of the unit owners, may realize under any insurance policy that the Board of Trustees may have in force covering the Project or any part thereof at any time.

10.08 Amendment.

Notwithstanding any provision in this Declaration, the Articles, and the Bylaws to the contrary, no provision of this Article X shall be amended without the consent of all first mortgagees.

BOOK 2553 PAGE 105

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ARTICLE XI

DAMAGE OR DESTRUCTION

11.01. Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

11.02. Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

11.03. Procedures. In the event any part of the Project is damaged or destroyed, the Association shall proceed as follows:

(a) Notice to First Mortgage Holders. The Association shall give timely written notice to any institutional holder of any first mortgage on a unit in the event of substantial damage to or destruction of any unit or any part of the Common Areas.

(b) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Project damaged or destroyed.

(c) Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out. In the event the proceeds of such insurance prove insufficient to pay the actual costs of such repair and reconstruction, the Association shall levy a Special Assessment sufficient to provide funds to pay such actual costs of repair and

reconstruction. Such Special Assessment shall be allocated and collected as provided in Section 9.03 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) prove insufficient to pay all actual costs of such repair and reconstruction.

(d) Insufficient Insurance--Less Than 75% Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Building is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Section 9.03 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance--75% or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Building is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in Section 11.03(c) hereof if, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

(i) The Project shall be deemed to be owned in common by the Owners;

(ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit A hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(f) In no event shall an owner of a unit or any other party have priority over the institutional holder of any first mortgage on such unit with respect to the distribution to such unit of any insurance proceeds.

11.04. Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.

11.05. Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Sections 11.03(b) and (c) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of Ownership of the Common Areas.

11.06. Amendment of Article. This Article XI shall not be amended unless the Owners of all Condominiums in the Project unanimously consent and agree to such amendment by duly executed and recorded instruments.

ARTICLE XII

CONDEMNATION

12.01. Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any unit or portion thereof or the common areas and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall give prompt written notice of any such proceeding or proposed acquisition to each unit owner in the Project and to any institutional holder of any first mortgage on a unit in the Project.

12.02. Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Association as herein provided.

12.03. Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

12.04. Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. As soon as practicable, the Association shall, reasonably and in good faith, apportion the condemnation award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken, in proportion to their respective undivided interests in the Common Areas;



(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as appropriate; and

(vii) No provision of this Article XII or any other provision in this Declaration, the Articles, or the Bylaws shall entitle the owner of a unit or other party to priority over any institutional holder of any first mortgage on such unit with respect to the distribution to such unit of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceeding.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate, but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a Member of the Association and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas.

(ii) If any partial taking results in the taking of a portion of a Unit and if there is no determination that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then the fair market value of such remaining portion of the Unit shall be determined and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reduced in proportion to the diminution in fair market value of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence.

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas, and the remaining portion of such Unit shall thenceforth be part of the Common Area.

(iv) The Association shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 12.04(b); provided, however, that if any such determination shall have been or such action taken by judicial decree, the Association shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by its provisions specified in Article XI hereof for cases of Damage or Destruction; provided, however, that the provisions of said Article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

### ARTICLE XIII

#### OBSOLESCENCE

13.01. Adoption of Plan. Owners holding eighty-five percent (85%) or more of the Total Votes of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction of the Project, provided that such plan has the prior written approval of at least seventy-five percent (75%) of all institutional holders which have a first mortgage lien on any unit if the Project, based on one vote for each mortgage at the time of the adoption of such plan. Written notice of adoption of such a plan shall be given to all Owners and institutional holders.

13.02. Payment for Renewal and Reconstruction. The Association shall levy a Special Assessment sufficient to provide funds to pay the estimated expenses of renewal or reconstruction. Such Special Assessment shall be allocated and collected as provided in Section 9.03 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected prove insufficient to pay the actual expenses of such renewal or reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal or reconstruction, such excess shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

13.03. Sale of Project. Notwithstanding any other provision of this Declaration, the Owners may at any time, by an affirmative vote of at least eighty-five percent (85%) of the Total Votes of the Association, at a special meeting of the Members of the Association duly called for such purpose, elect to sell or otherwise dispose of the Project, provided that such plan has the prior written approval of at least seventy-five percent (75%) of all institutional holders which have first mortgage liens on any unit in the Project, based on one vote for each mortgage. In such event, the Association shall forthwith record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts, and upon the recording of such notice by the Association, the Project shall be sold or otherwise disposed of by the Association as attorney in fact for all of the Owners. Such action shall be binding upon all Owners and each Owner shall have the duty to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary or appropriate to effect such sale or other disposition of the Project. The proceeds of such sale or disposition shall be apportioned among the Owners in proportion to their respective undivided interests in the common Areas, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium designation and the name of the Owner. The Association as attorney in fact, shall use and disburse the total amount of each such account, without contribution from one account to another, first to the payment of valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority, second to the payment of any institutional holder of a first mortgage lien on the Condominium, third to the payment of assessments made pursuant to this Declaration, fourth to the payment of other holders of liens or encumbrances on the Condominium in the order of priority of their liens, and the balance remaining, if any, to the respective Owner.

13.04. Amendment of Article. This Article XIII shall not be amended unless the Owners of all Condominiums in the Project and at least seventy-five percent (75%) of all institutional holders which have a first mortgage lien on any unit in the Project, based on one vote for each mortgage, unanimously consent and agree to such amendment by duly executed and recorded instruments.

ARTICLE XIV

MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in the Declaration, the Articles, or the Bylaws:

14.01 Reserve Fund.

Common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Common Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

14.02 Prior Liens On Units Only.

All taxes, assessments and charges which may become liens prior to the first mortgage under any state or local law and/or ordinance shall relate only to the individual condominium units and not to the Project as a whole.

14.03 Priority of First Mortgagee.

No provision of this Declaration, the Articles or the Bylaws shall give a unit owner, or any other party, priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or Common Areas and Common Facilities.

14.04 Right of First Refusal.

Any "right of first refusal" that may hereafter be added to this Declaration, the Articles, or the Bylaws shall not impair the rights of a first mortgagee to:

- a. Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
- b. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- c. Sell or lease a unit acquired by the mortgagee.

14.05 Professional Management Contract.

Any agreement for professional management of the Project, or any other contract providing for services of the Declarant, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

14.06 Lease Restrictions.

With the exception of a lender in possession of a unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Articles and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

14.07 Liability for Unpaid Common Expenses.

Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure or deed in lieu of foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

14.08 Notification of Default.

A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the mortgagor-unit owner of any obligation under this Declaration, the Articles, or the Bylaws which is not cured within sixty (60) days.

14.09 Prior Written Approval Required.

Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

- a. By act or omission, seek to abandon or terminate the condominium project;
- b. Change the prorata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each condominium unit in the common areas and facilities.
- c. Partition or subdivide any condominium unit;
- d. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Common Facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Common Facilities by the condominium project shall not be deemed a transfer within the meaning of this clause);

whether to units or to common areas and facilities) for other than the repair, replacement or reconstruction of such condominium property, except as provided by the Act in case of substantial loss to the units and/or common areas and facilities of the Project.

14.10 Membership in Association.

A mortgagee, trustee, or beneficiary under a deed of trust who has acquired title to a unit in the Project pursuant to any remedy under the mortgage or deed of trust, or any proceeding or procedure in lieu thereof, shall thereby become a member of the Association.

14.11 Insurance Proceeds And Condemnation Awards.

No condominium unit owner, or any other party shall have priority over any rights of a first mortgagee of a condominium unit pursuant to its mortgage or otherwise in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common areas and facilities. All first mortgagees shall be entitled to receive such insurance proceeds and awards for losses to or a taking of condominium units and/or Common Areas and Common Facilities on a first priority basis, as provided in the mortgage instruments.

14.12 Examination of Books.

The holders of first mortgages (or trust deeds) shall have the right to examine the books and records of the Project.

14.13 Change of Ownership Information.

Whenever there is a change in ownership of a unit, the Board of Trustees shall require that the new unit owner furnish the Board of Trustees with the name of the holder of any first mortgage (or trust deed) affecting such unit. The Board of Trustees or Manager shall maintain a current roster of unit owners and of the holders of first mortgages (or trust deeds) affecting units in the Project.

14.14 Amendment.

No provision of this Article XIV shall be amended without the consent of all first mortgagees.

ARTICLE XV

COMPLIANCE WITH DECLARATION AND BYLAWS

15.01. Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation and By-laws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

15.02. Enforcement and Remedies. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any Supplemental or Amended Declaration, with respect to the Association or Condominiums within the Project shall be enforceable by the Declarant or by any Owner of a Condominium within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any Supplemental or Amended Declaration, with respect to a person or entity or property of a person or entity other than the Association or the Declarant shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE XVI

GENERAL PROVISIONS

16.01. Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision, restriction, covenant, or condition contained in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

16.02. Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

16.03. Notices and Registration of Mailing Address. Each Owner shall register from time to time with the Association his current mailing address. All notices, demands, and other communications to any Owner as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address or, if no address has been registered, to the Unit of such Owner. All notices, demands, and other communications to the Association as provided for in this Declaration shall be in writing and shall be sufficient for all purposes if personally served or if sent by first class U.S. mail, postage prepaid, addressed to the Association at its offices at 3671 South 2200 West, Salt Lake City, Utah 84119, or to such other address as the Association may hereafter specify to the Owners in writing. Any notice, demand, or communication referred to in this Declaration shall be deemed to have been given and received when personally served or when deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section, as the case may be.

16.04. Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, shall obtain an audit, by



certified public accountants, of all books and records pertaining to the Project at no greater than annual intervals, and copies thereof shall be furnished to the Owners.

16.05 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least seventy-five percent (75%) of the Total Votes in the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Salt Lake County, State of Utah, provided that the requirements set forth in Section 14.09 have been complied with where applicable.

16.06 Effective Date. This Declaration shall take effect upon recording.

16.07 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Secretary of State of the State of Utah. On the date of this Declaration, the registered agent of the Association is Garth E. Briggs, whose address is 3736 Highland Drive, Salt Lake City, Utah 84106.

16.08 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Building or its drains, pipes, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or order of any governmental authority.

16.09 Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling under this contract his Condominium. The Owner of a Condominium within the Project shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.


16.10 Model Units, Sales Offices and Advertising Signs. Declarant and Declarant's duly authorized agents, representatives and employees shall have the right to establish and maintain model units and sales offices on the land within the Project, and the right to use such model units and sales offices during the period that units in the Project remain unsold or for a period of four (4) years from the date on which this Declaration is recorded, whichever

occurs first. No more than two model units and one sales office will be established and maintained by Declarant in the Project. Declarant reserves the right to relocate the same from time to time within the Project. Based on interior measurements of perimeter walls, any one-bedroom models shall not be larger than 700 square feet in size, any two-bedroom models shall not be larger than 1,100 square feet in size, and any sales office shall not be larger than 3,000 square feet in size. Declarant further reserves the right to maintain advertising signs on the Project and to place the same in any location, and to relocate, replace, and remove the same at the sole discretion of Declarant during the period that units in the Project remain unsold, or for a period of four years from the date on which this Declaration is recorded, whichever occurs first.


IN WITNESS WHEREOF, the undersigned declarant has executed this Declaration the day and year first above written.

DECLARANT:

AUTUMN DEVELOPMENT AND  
CONSTRUCTION, INC.,  
a Utah Corporation

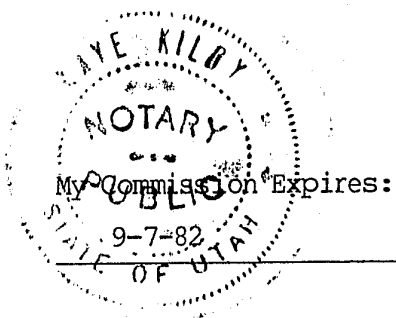
BY:   
President

ATTEST:

  
Secretary

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

On the 27th day of September, 1979, personally appeared before me GARTH E. BRIGGS and JERALD L. DIXON, who being by me duly sworn, did say that they are the President and Secretary, respectively, of AUTUMN DEVELOPMENT AND CONSTRUCTION, INC., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said GARTH E. BRIGGS and JERALD L. DIXON duly acknowledged to me that said corporation executed the same.



Kaye Kilby  
Notary Public  
Residing at: Salt Lake County, Utah

CONSENT OF MORTGAGEE

TO SUBMIT PROPERTY TO CONDOMINIUM OWNERSHIP

WALKER BANK AND TRUST CO., the undersigned, a corporation of the United States, with its principal office at 175 South Main Street Salt Lake City, Utah 84111, being the Trustee and Beneficiary of the Trust Deed affecting the real property hereinbefore submitted by Declarant to the provisions of the Utah Condominium Ownership Act, does hereby consent to such submission by the Declarant. In so consenting, the undersigned merely submits its interests in said real property to the provisions of the said Act. The undersigned has made no representations or warranties in the Declaration and does not assume any of the obligations of a sponsor of the said Condominium Project.

Dated this 27<sup>th</sup> day of September 1979.

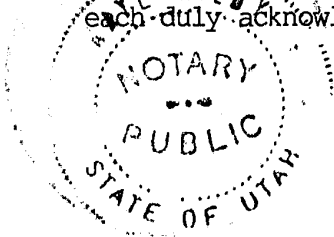
Phil L. Smith  
By  
Its Vice President

ATTEST:

\_\_\_\_\_  
Secretary

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

On the 27th day of September, 19 79 personally appeared before me PHIL S. SIMISTER ~~xxx~~, who being by me duly sworn, did say, each for himself, that he, the said PHIL S. SIMISTER is the VICE-PRESIDENT and he, the said \_\_\_\_\_ is the \_\_\_\_\_ of WALKER BANK AND TRUST CO., a Corporation of the United States, and that the within and foregoing instrument was signed in behalf of said Corporation by the authority of a resolution of its board of directors, and the said PHIL S. SIMISTER and \_\_\_\_\_ each duly acknowledged to me that said Corporation executed the same.



Ray Kelly  
Notary Public  
Residing at: Salt Lake County, Utah

My Commission Expires:  
9-7-82

EXHIBIT A

(Attached to and forming a part of the Declaration of Condominium of the Westglen Village Condominium, a Utah Condominium Project.)

UNITS, UNDIVIDED OWNERSHIP INTERESTS, AND VOTES:

<u>UNIT NO.</u>	<u>SIZE*</u> (Square Feet)	<u>UNDIVIDED OWNERSHIP INTERESTS**</u> (Percentage)	<u>VOTES</u>
1	664	.7905	.7905
2	887	1.0560	1.0560
3	664	.7905	.7905
4	664	.7905	.7905
5	887	1.0560	1.0560
6	664	.7905	.7905
7	648	.7714	.7714
8	878	1.0454	1.0454
9	648	.7714	.7714
10	664	.7905	.7905
11	888	1.0572	1.0572
12	888	1.0572	1.0572
13	664	.7905	.7905
14	664	.7905	.7905
15	888	1.0572	1.0572
16	888	1.0572	1.0572
17	664	.7905	.7905
18	648	.7714	.7714
19	879	1.0464	1.0464
20	879	1.0464	1.0464
21	648	.7714	.7714
22	664	.7905	.7905
23	888	1.0572	1.0572
24	888	1.0572	1.0572
25	664	.7905	.7905
26	664	.7905	.7905
27	888	1.0572	1.0572
28	888	1.0572	1.0572
29	664	.7905	.7905
30	648	.7714	.7714

\*Size has been determined on the basis of the approximate number of square feet of floor space within each respective Unit, as shown on the Map and rounded off.

\*\*Undivided Ownership Percentages have been computed on the basis of the relative sizes of the Units, as shown above and rounded off.

<u>UNIT NO.</u>	<u>SIZE*</u> <u>(Square Feet)</u>	<u>UNDIVIDED OWNERSHIP INTERESTS**</u> <u>(Percentage)</u>	<u>VOTES</u>
31	879	1.0464	1.0464
32	879	1.0464	1.0464
33	648	.7714	.7714
34	664	.7905	.7905
35	888	1.0572	1.0572
36	888	1.0572	1.0572
37	664	.7905	.7905
38	664	.7905	.7905
39	888	1.0572	1.0572
40	888	1.0572	1.0572
41	664	.7905	.7905
42	648	.7714	.7714
43	879	1.0464	1.0464
44	879	1.0464	1.0464
45	648	.7714	.7714
46	664	.7905	.7905
47	887	1.0560	1.0560
48	664	.7905	.7905
49	664	.7905	.7905
50	887	1.0560	1.0560
51	664	.7905	.7905
52	648	.7714	.7714
53	878	1.0454	1.0454
54	648	.7714	.7714
55	664	.7905	.7905
56	888	1.0572	1.0572
57	888	1.0572	1.0572
58	664	.7905	.7905
59	664	.7905	.7905
60	888	1.0572	1.0572
61	888	1.0572	1.0572
62	664	.7905	.7905
63	648	.7714	.7714
64	879	1.0464	1.0464
65	879	1.0464	1.0464
66	648	.7714	.7714
67	664	.7905	.7905
68	888	1.0572	1.0572
69	888	1.0572	1.0572
70	664	.7905	.7905
71	664	.7905	.7905
72	888	1.0572	1.0572
73	888	1.0572	1.0572
74	664	.7905	.7905
75	648	.7714	.7714

<u>UNIT NO.</u>	<u>SIZE*</u> <u>(Square Feet)</u>	<u>UNDIVIDED OWNERSHIP INTERESTS**</u> <u>(Percentage)</u>	<u>VOTES</u>
76	879	1.0464	1.0464
77	879	1.0464	1.0464
78	648	.7714	.7714
79	664	.7905	.7905
80	888	1.0572	1.0572
81	888	1.0572	1.0572
82	664	.7905	.7905
83	654	.7905	.7905
84	888	1.0572	1.0572
85	888	1.0572	1.0572
86	664	.7905	.7905
87	648	.7714	.7714
88	879	1.0464	1.0464
89	879	1.0464	1.0464
90	664	.7905	.7905
91	888	1.0572	1.0572
92	888	1.0572	1.0572
93	664	.7905	.7905
94	664	.7905	.7905
95	888	1.0572	1.0572
96	888	1.0572	1.0572
97	664	.7905	.7905
98	648	.7714	.7714
99	879	1.0464	1.0464
100	879	1.0464	1.0464
101	648	.7714	.7714
102	664	.7905	.7905
103	887	1.0560	1.0560
104	664	.7905	.7905
105	664	.7905	.7905
106	887	1.0560	1.0560
107	664	.7905	.7905
108	648	.7714	.7714
109	878	1.0454	1.0454
110	648	.7714	.7714