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RECORDING REQUESTED BY:)
)
 BURKE AND ASSOCIATES)
 Monte Burke)
 246 North Orem Boulevard)
 Orem, UT 84057)
)
 WHEN RECORDED MAIL TO:)
)
 Gloria Westphal)
 c/o C & W Premier Insurance, Inc.)
 222 N. Orem Boulevard)
 Orem, UT 84057)
)
)

ENT 67463:2003 Pg 1 of 12
 RANDALL A. COVINGTON
 UTAH COUNTY RECORDER
 2003 May 05 1:47 pm FEE 32.00 BY SB
 RECORDED FOR BURKE & ASSOCIATES

) Space above this line for Recorder's use

**RESOLUTION AND WAIVER OF NOTICE OF
 SPECIAL MEETING OF BOARD OF DIRECTORS
 OF CANTERBURY OFFICE PARK, INC.**

WHEREAS, a special meeting (hereinafter "Special Meeting") of the Board of Directors of CANTERBURY OFFICE PARK, INC. (hereinafter "Corporation") was held on April 18, 2003, at 9:00 A.M., at 222 N. Orem Boulevard, Orem, UT 84057, which was called at the request of the President of the Corporation,

WHEREAS, Article XVI of the Bylaws of Corporation provides that the Declaration of Covenants, Conditions, and Restrictions of the Canterbury Park Condominiums (hereinafter "Declaration") may be amended at any time, in whole or in part, by majority vote of the Board of Directors as described in Paragraph 6 of Article V of the Bylaws,

WHEREAS, Article V of the Bylaws of the Corporation states that a majority of the number of Directors fixed by the Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors,

WHEREAS, Directors Gloria Westphal and Mark Westphal were present at the Special Meeting which constituted a quorum for the transaction of business of the Corporation,

WHEREAS, Paragraph 9 (b) of the Declaration states that nothing shall be constructed in the Common Areas of the Property without the prior written consent of the Management Committee which consists of the officers of the Corporation, the legal description of which Property is set forth on Exhibit "B" which is attached hereto and made a part hereof.

WHEREAS, Paragraph 9 (c) of the Declaration states that nothing shall be done in the Common Areas which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing on the Property,

WHEREAS, certain problems have come to the attention of the Board of Directors, by way of numerous complaints by various Unit Owners, tenants of Unit Owners, and others, and the Board of Directors makes certain findings with respect thereto, as follows:

1. Many parking signs have been installed in the Common Areas of the Canterbury Property, as the terms "Common Areas" and "Parking" are defined in the Bylaws, without the prior written consent of the Management Committee. Such parking signs have been of diverse colors, sizes, wording, styles, shapes, materials, location, and mounting. The results of such conduct are potentially damaging to many individual Unit Owners and their respective tenants. Such damages includes such things as that there has become a serious lack of uniformity as to such parking signs at Canterbury which damages the marketability of the Units and the profitability of businesses at Canterbury. Also, such conduct causes others at Canterbury to want to install signs of their own, again, all of diverse characteristics. Installation of some of such parking signs has caused actual damage to asphalt, cement, awnings, and other Common Area surfaces.

2. Some banner signs have been installed in the Common Areas of Canterbury without the prior written consent of the Management Committee. Again, such signs vary significantly in their style, color, and in other material respects. Such banner signs are not permanent in nature and as such reduce the quality appearance at Canterbury, potentially damaging the marketability of the Units and the profitability of businesses at Canterbury.

3. Various real estate "For Sale" and "For Lease" signs have been installed on the Common Areas at Canterbury on and off at various times, all without the prior written consent of the Management Committee. Such signs detract from the quality appearance of Canterbury, thereby potentially damaging the marketability of the Units and the profitability of businesses at Canterbury.

4. Some Unit Owners and/or their employees, tenants, or guests have been using many more parking spaces than their proportionate share of ownership in the Common Areas bears to the entire Common Areas. The result is that many other Unit Owners and their respective tenants are left without parking or without adequate parking.

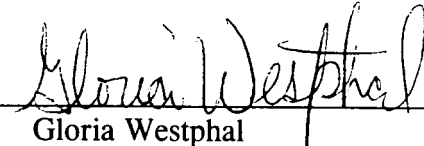
5. Many complaints and threats have been issued to the Management Committee from various Unit Owners and their respective tenants as a result of parking signs, banner signs, real estate "For Sale"/"For Lease" signs, and excessive use of parking spaces as above-described. Such complaints and threats are not only strong evidence of the foregoing conduct constituting annoyances and nuisances at Canterbury, but also raise the potential for litigation being commenced against Canterbury and Unit Owners which the Management Committee now seeks to take additional measures to avoid.

IT IS THEREFORE RESOLVED, that the Rules and Regulations set forth on Exhibit "A" which is attached hereto and made a part hereof are hereby approved and ratified effective immediately upon execution of this Resolution by the Directors listed at the conclusion hereof. The Board of Directors concludes that the adopting and implementing of such Rules and Regulations will substantially help to resolve the above-referenced problems at Canterbury.

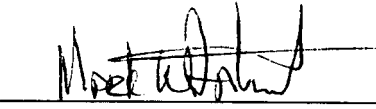
Additional regulations will be adopted if necessary to further enforce the provisions of this Resolution and the attached Rules and Regulations.

IT IS FURTHER RESOLVED, that the signing of this resolution shall constitute waiver of notice of the meeting by the signatories which precipitated this resolution.

Dated: April 18, 2003

BY: 
Gloria Westphal
Director

Dated: April 18, 2003

BY: 
Mark Westphal
Director

ACKNOWLEDGMENT

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STATE OF UTAH)
COUNTY OF UTAH)

On 4/18/03, before me, a Notary Public for this State, personally appeared
GLORIA WESTPHAL AND MARK WESTPHAL

personally known to me
-OR-
 proved to me on the basis of satisfactory evidence

to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Montivel A. Burke II* (Seal)



My Commission Expires:
9-1-2004

My Address: 360 W. 550 S.
Orem, UT 84058

EXHIBIT "A"**RULES AND REGULATIONS FOR CANTERBURY OFFICE PARK, INC.**

Each and every Unit Owner at the Property for Canterbury Office Park, Inc. (hereinafter "Canterbury:") is hereby held responsible for complying immediately with all of the following Rules and Regulations (hereinafter "Rules"). All terms used in these Rules shall have the meaning given to such terms in the Declaration of Covenants, Conditions, and Restrictions of the Canterbury Park Condominiums (hereinafter "Declaration") and the Bylaws of Canterbury. The Rules are as follows:

I. PARKING SIGNS:

- A. All parking signs currently installed anywhere in the Common Areas of Canterbury as the term "Common Areas" is defined in the Declaration of Covenants, Conditions, and Restrictions of the Canterbury Park Condominiums (hereinafter "Declaration") (which covers all areas which are on the exterior of the buildings including, without limitation, all parking lot areas, all landscaping areas, all exterior surfaces of buildings which constitute Units, all columns of buildings, and all awnings) shall be removed immediately by the respective Unit Owners which caused or otherwise permitted such parking signs to be installed, regardless of the date on which such parking signs were installed, except for existing handicap parking signs.
- B. Upon the removal of parking signs as stated in Paragraph IA. above, the respective Unit Owner shall take all reasonable actions and measures to prevent damage to the Common Areas and to put the Common Areas back into the condition which existed prior to the mounting of such parking signs. In the event that the respective Unit Owner fails to remove such parking signs and/or to make such repairs and restorations to the Common Areas within a reasonable time after receiving notice from Canterbury of the need to commence same, then Canterbury shall undertake such repairs and restorations on behalf of the respective Unit Owners. Each respective Unit Owner shall be held individually responsible for all costs and expenses of undertaking repairs and restorations on behalf of the respective Unit Owners including, without limitation, all attorney's fees and costs to enforce such obligations, incurred by Canterbury for repairs and restorations to the Common Areas.
- C. All future parking signs installed in the Common Areas by Unit Owners and/or their respective tenants, of which such Unit Owners and/or their respective tenants shall bear all costs therefor, shall obtain the prior written consent of the Management Committee before installation thereof, which consent required shall be as to color, size, wording, style, shape, material, location, and mounting. Also, all such future parking signs shall comply with the following general guidelines:

1. Color: White background with black lettering.
2. Size: Shall be 14 inches tall (vertically) by 8 inches wide (horizontally) for all locations parking signs are mounted.
3. Wording: The following words shall be stated on the sign exactly as set forth on the sign diagram attached hereto as Attachment Number 1 which is made a part hereof. The blank space underneath the words "ONLY CUSTOMERS OF" shall have inserted the Street Address Number of the Unit (i.e., 222, which refers to 222 N. Orem Blvd.). No mention of towing or other penalties shall be stated on such signs. The sign may also have arrows pointing to the actual exclusive parking spaces reserved for the respective Unit Owner which exclusive parking spaces rights are described in these Rules at Paragraph IV.
4. Style and Shape: rectangular with rounded corners
5. Material: Aluminum metal with baked enamel white finish painted background and black vinyl lettering and highlighting as shown on Attachment Number 1.
6. Location: May be mounted onto support columns in front of or near the exclusive parking spaces designated for the respective Unit Owner as set forth in Paragraph IV of these Rules and/or onto the exterior brick surface of the respective Unit in front of or near the exclusive parking spaces designated for the respective Unit Owner. If any such signs are mounted near but not in front of the Unit Owner's exclusive parking spaces, then the sign itself shall have an arrow or arrows, as the case may be, making it clear as to which space or spaces are designated for use by the respective Unit Owner. Such signs may not be mounted onto awnings, may not be mounted onto posts which are driven into asphalt pavement, cement pavement, grass or other landscaping areas (whether mounted onto posts which are driven into such surfaces or not), may not be painted onto any surface including, without limitation, sidewalks or asphalt pavement, and may not be mounted in such a way which will hang beyond the edge of the surface to which it is affixed so as to create a safety hazard. The bottom of each such sign shall be positioned no less than and no greater than 50 inches above the surface of the ground immediately below the location of the sign or slightly higher than 50 inches if necessary to provide uniformity of the parking signs installed on one Unit and/or several Units which are connected together.
7. Mounting: Signs shall be affixed by use of silicon or similar substances. No drilling of screws or nails shall be made into brick surfaces of a Unit

or into stucco surfaces of columns of a Unit for the purpose of affixing parking signs.

II. BANNER SIGNS:

- A. All banner signs currently installed anywhere in the Common Areas of Canterbury as the term "Common Areas" is defined in the Declaration (which covers all areas which are on the exterior of the buildings including, without limitation, all parking lot areas, all landscaping areas, all exterior surfaces of buildings which constitute Units, all columns of buildings, and all awnings) shall be removed immediately by the respective Unit Owners which caused or otherwise permitted such banner signs to be installed, regardless of the date on which such banner signs were installed.
- B. Upon the removal of banner signs as stated in Paragraph IIA. above, the respective Unit Owner shall take all reasonable actions and measures to prevent damage to the Common Areas and to put the Common Areas back into the condition which existed prior to the mounting of such banner signs. In the event that the respective Unit Owner fails to remove such banner signs and/or to make such repairs and restorations to the Common Areas within a reasonable time after receiving notice from Canterbury of the need to commence same, then Canterbury shall undertake such repairs and restorations on behalf of the respective Unit Owners. Each respective Unit Owner shall be held individually responsible for all costs and expenses of undertaking repairs and restorations on behalf of the respective Unit Owners including, without limitation, all attorney's fees and costs to enforce such obligations, incurred by Canterbury for repairs and restorations to the Common Areas.
- C. No new banner signs shall be installed anywhere in said Common Areas in the future.

III. REAL ESTATE SIGNS:

- A. All real estate "For Sale" and "For Lease" signs, or other similar real estate signs, currently installed anywhere in the Common Areas of Canterbury as the term "Common Areas" is defined in the Declaration (which covers all areas which are on the exterior of the buildings including, without limitation, all parking lot areas, all landscaping areas, all exterior surfaces of buildings which constitute Units, all columns of buildings, and all awnings) shall be removed immediately by the respective Unit Owners which caused or otherwise permitted such real estate signs to be installed, regardless of the date on which such real estate signs were installed.
- B. Upon the removal of real estate signs as stated in Paragraph IIIA. above, the respective Unit Owner shall take all reasonable actions and measures to prevent damage to the Common Areas and to put the Common Areas back into the condition which existed prior to the mounting of such real estate signs. In the event that the respective Unit Owner fails to remove such real estate signs and/or

to make such repairs and restorations to the Common Areas within a reasonable time after receiving notice from Canterbury of the need to commence same, then Canterbury shall undertake such repairs and restorations on behalf of the respective Unit Owners. Each respective Unit Owner shall be held individually responsible for all costs and expenses of undertaking repairs and restorations on behalf of the respective Unit Owners including, without limitation, all attorney's fees and costs to enforce such obligations, incurred by Canterbury for repairs and restorations to the Common Areas.

- C. No real estate "For Sale and "For Lease" signs, or other similar real estate signs, may be installed anywhere in said Common Areas in the future.
- D. Real estate "For Sale" and "For Lease" signs, or other similar real estate signs, may only be placed on the interior of a respective Unit, in the window thereof.

IV. EXCLUSIVE PARKING SPACES:

- A. Each Unit Owner is hereby assigned four (4) exclusive parking spaces in the Common Area parking spaces of Canterbury, as the term "Common Areas" is defined in the Declaration, which are now reserved for use by each respective Unit Owner and the tenants, customers, and guests of each such respective Unit Owner, provided, however, that the Unit Owner for Unit Number 11 is hereby assigned eight (8) exclusive parking spaces and the Unit Owner for Unit Number 12 is hereby assigned eight (8) exclusive parking spaces. The specific locations of such exclusive parking spaces for the Unit Owners are set forth on the diagram of the Common Area parking spaces of Canterbury marked as Attachment Number 2 which is attached hereto and made a part hereof by this reference. Such specific locations of the exclusive parking spaces for each Unit Owner shall be identified by the abbreviation "E" standing for exclusive parking space, followed by the Unit Number for which such parking space is hereby reserved (i.e., E 16).
- B. To ensure full compliance with the provisions of Paragraph IVA. above, the following restrictions shall apply:
 1. Each Unit Owner and/or employees, tenants, customers, or other guests of each such Unit Owner are hereby prohibited from using the exclusive parking spaces of any other Unit Owner.
 2. Each Unit Owner and/or employees, tenants, customers, or other guests of each such Unit Owner are hereby prohibited from causing to be used the exclusive parking spaces of any other Unit Owner.
 3. Each Unit Owner and/or employees, tenants, customers, or other guests of each such Unit Owner are hereby required to take reasonable measures to prevent the use by Each Unit Owner and/or employees, tenants, customers,

or other guests of each such Unit Owner of the exclusive parking spaces of any other Unit Owner.

- C. Each Unit Owner shall be held individually responsible for all damages, costs, and expenses, including, without limitation, all attorney's fees and costs, incurred by Canterbury arising from the following conduct by a given Unit Owner and/or employees, tenants, customers, or other guests of a given Unit Owner: use of any exclusive parking space or spaces of any other Unit Owner.
- D. In the event that any Unit Owner fails to comply with the provisions of Paragraphs IVA. and IVB. above, then the Board shall enact further and more stringent measures to enforce the exclusive parking rights of each Unit Owner whereupon the Unit Owner which violated these provisions shall pay all expenses including, without limitation, all attorney's fees and costs, of enforcing such provisions against such Unit Owner.

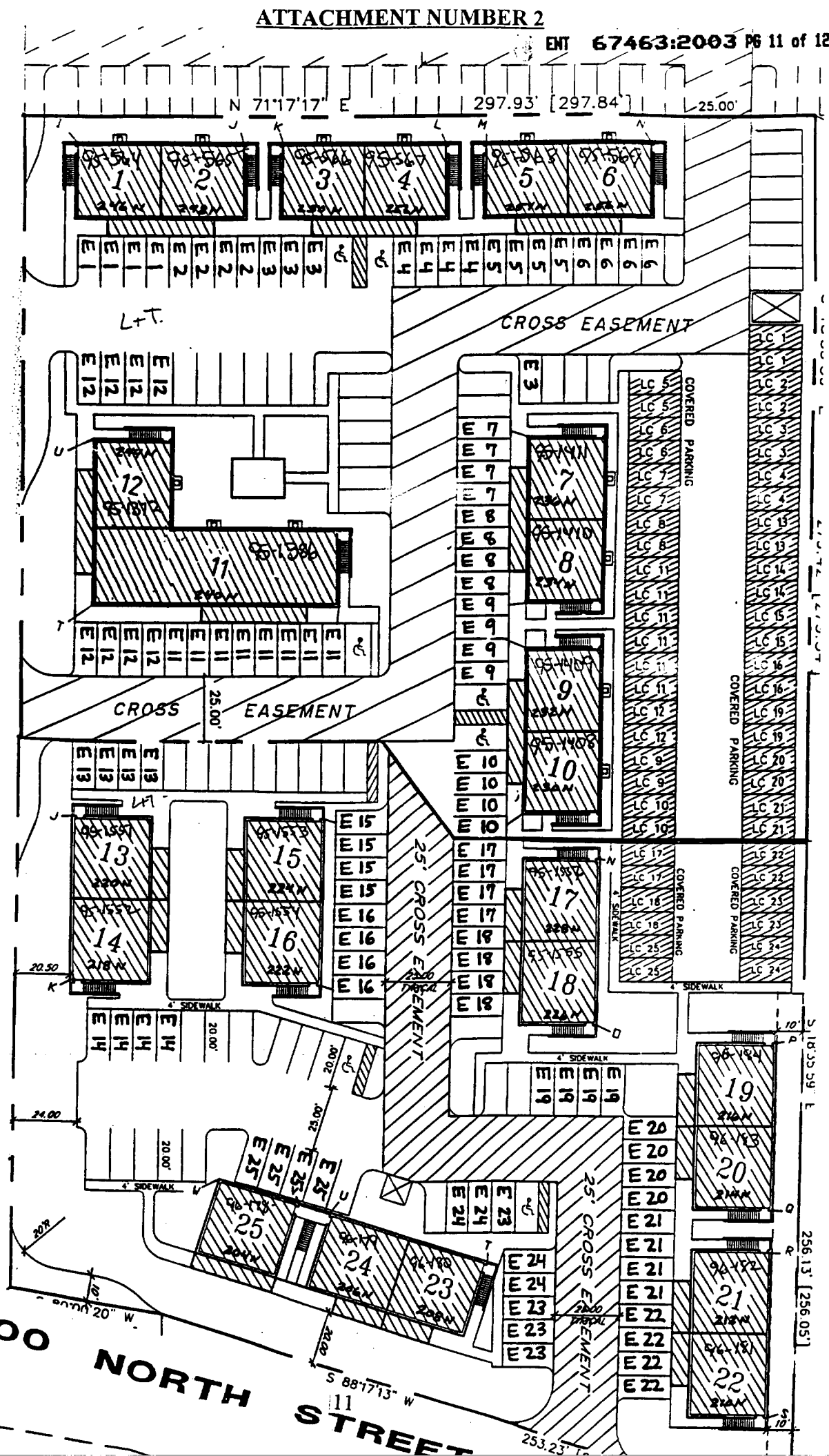
V. **EFFECTIVE DATE:**

These Rules shall become effective starting on April 18, 2003.



OREM BOULEVARD

200 NORTH STREET



11 NORTH STREET

EXHIBIT "B" - LEGAL DESCRIPTION OF "PROPERTY"

The "Property" consists of Canterbury Park Condominiums, Phase I, and Canterbury Park Condominiums, Phase II, which is legally described as follows:

Canterbury Park Condominiums, Phase I:

Commencing at a point located South 00 degrees 37' 00" East along the one quarter Section line 956.61 feet and East 1609.14 feet from the North one quarter corner of Section 15, Township 6 South, Range 2 East Salt Lake Base and Meridian; thence North 71 degrees 17' 17" East 297.93 feet; thence South 18 degrees 35' 59" East 279.42 feet; thence South 71 degrees 24' 01" West 69.69 feet; thence South 72 degrees 26' 59" West 64.67 feet; thence North 54 degrees 57' 33" West 46.37 feet; thence South 71 degrees 24' 02" West 136.73 feet; thence North 18 degrees 26' 57" West 240.31 feet to the point of beginning.

Canterbury Park Condominiums, Phase II:

Commencing South 00 Degrees 37' 00" East along the 1/4 Section line 1184.58 feet and East 1682.73 feet from the North 1/4 corner of Section 15, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 71 degrees 24' 02" East 136.73 feet along Phase 1 Canterbury Park Condominiums; thence South 54 degrees 57' 33" East 46.37 feet along Phase 1 Canterbury Park Condominiums; thence North 72 degrees 26' 59" East 64.67 along Phase 1 Canterbury Park Condominiums; thence North 71 degrees 24' 01" East 69.69 feet along Phase 1 Canterbury Park Condominiums; thence South 18 degrees 35' 59" East 256.13 feet; thence South 88 degrees 17' 13" West 253.23 feet along the northerly right of way of 200 North Street; thence South 80 degrees 00' 20" West 57.46 feet along the northerly right of way of 200 North Street; thence North 18 degrees 26' 57" West 212.50 feet along Orem Boulevard to the Point of Beginning.