

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

OF

THE KIMBALL CONDOMINIUMS

A Condominium Project

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RECORDER, SALT LAKE COUNTY, UTAH
KIMBALL HOMEOWNERS ASSN
150 N MAIN ST
SLC UT 84103
BY: LOT, DEPUTY - WI 22 P.

THIS AMENDED AND RESTATED DECLARATION, containing covenants, conditions and restrictions relating to Kimball Condominiums, a condominium project, (hereinafter "Project"), is made on the 13th day of AUGUST, 2003, by Kimball Condominium Owners Association, a Utah non-profit corporation, (hereinafter "Association,") for itself, its successors, grantees and assigns, pursuant to the Utah Condominium Ownership Act, Section 57-8-1, et seq. (1953, as amended), hereinafter referred to as the "Act," and paragraph 24 of the Second Amended Declaration dated December 10, 1981, and paragraph 8.01 of the Amended and Restated Use and Occupancy Agreement dated May 3, 1983.

RECITALS

The Association is the homeowners association for the real property and improvements located at 150 North Main Street, in Salt Lake City, County of Salt Lake, State of Utah, more particularly described as follows:

Beginning at the SW corner of Lot 4, Block 93, Plat A, Salt Lake City Survey, thence SO°02'13"E 37.25 feet; thence N89°58'38"E 247.44 feet (Deed = N89°57'47"E); thence NO°01'54"W 78.25 feet; thence N89°58'50"E 30.00 feet; thence NO°01'54"W 46.00 feet; thence S89°58'50"W 30.00 feet; thence NO°01'54"W 12.00 feet; thence S89°58'38"W 247.45 feet; thence SO°02'13"E 99.0 feet to the Point of Beginning, containing 0.8057 acres together with and subject to a 10 foot right-of-way, 5 feet on each side and parallel to the North property line.

The Association desires by filing and recording this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (hereinafter "Declaration") to replace the previously filed and recorded Second Amended Declaration, as amended, and to replace the previously filed and recorded Amended and Restated Use and Occupancy Agreement, as amended, and further identified in Exhibit "A" hereto.

DECLARATION

NOW, THEREFORE, for such purposes, Association hereby makes the following Amended and Restated Declaration containing covenants, conditions and restrictions relating to this condominium project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be as follows:

- 1 Name of the Condominium Project. The name by which the Condominium Project shall be known is THE KIMBALL CONDOMINIUMS.
- 2 Definitions. The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2 unless the context otherwise requires.
 - (a) The words "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. Seq., as the same may be amended from time to time.
 - (b) The word "Articles" means the Articles of Incorporation of the Association which are, or shall be, filed with Utah Department Of Commerce or such other appropriate government agency, and as the same may be amended from time to time.

- (c) The word "Assessments" shall mean all the appropriate share of common expenses, timeshare expenses, personal charges, and other fees charged to the Owners of the Association.
- (d) The word "Association" shall mean and refer to The Kimball Condominium Owners Association consisting of all Owners taken as, or acting as, a group in accordance with the Declaration and By-Laws.
- (e) The words "Board of Trustees" means the Board of Directors of the Association as the same is more fully defined in the Articles and Bylaws of the Association.
- (f) The word "Bylaws" means the Bylaws of the Association adopted by the Board of Trustees, as the same may be amended from time to time.
- (g) The words "Check-In-Time" and "Check-Out-Time" means the times designated as such in the then current Rules and Regulations.
- (h) The term "Common Areas and Facilities" shall mean and refer to:
 - (1) The above described land;
 - (2) All foundations, columns, girders, beams, supports, mainwalls, roofs, lobbies, hallway stairs, stairways, fire escapes, service areas, entrances and exits, driveways and parking areas, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;
 - (3) Those areas specifically set forth and designated in the map as "Common Ownership";
 - (4) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein;
 - (5) Condominium Units 248 and 555 as shown in the Record of Survey Map;
 - (6) Any utility pipe or line or systems servicing more than one single Unit, and all ducts, wires, conduits, and other accessories used therewith; and
 - (7) Maintenance storage building.
- (i) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire property, as defined herein, together with all rights, obligations and organizations established by this Declaration.
- (j) The words "Fiscal Year" means the one year period commencing on January 1st of each year, which shall be the fiscal year of the Association. The Board of Trustees may change the fiscal year by resolution of the Board.
- (k) The word "Furnishings" means all furniture, furnishings, appliances, fixtures, equipment, telephone system, and all other personal property from time to time owned, leased or held for use by the Association, and which are located in the Timeshare Unit.
- (l) The word "Interval" means an undivided 1/50th interest in a Timeshare Unit in The Kimball Condominiums, together with the right to use and occupy a Timeshare Unit, the Common Areas and Furnishings, during a Use Period in accordance with this Declaration and the Rules and Regulations.
- (m) The words "Limited Common Area" shall mean any common areas described for exclusive use by the Owner of a wholly-owned Unit or Interval. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas.
- (n) The term "Manager" shall mean and refer to the person, persons or corporation selected by the Association to manage the affairs of the Condominium Project.
- (o) The word "Map" shall mean and refer to the Amended Record of Survey Map of The Kimball Condominiums recorded concurrently herewith.
- (p) The word "Mortgage" shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.
- (q) The word "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Condominium Unit and the beneficiary under a first deed of trust on any Condominium Unit.
- (r) The word "Owner" shall mean the person or persons owning a unit of The Kimball Condominiums in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

- (s) The words "Permitted User" means any person, including an Exchange User, who occupies a Unit in the Project, by or under any Owner, including, but not limited to, members of such Owner's family, his guests, licensees or invitees.
 - (t) The word "Property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
 - (u) The words "Regular Expenses" shall mean and refer to those expenses which are common expenses as defined by the Act and expense as allocated by the Board of Trustees pursuant to Section 14 below.
 - (v) The words "Rules and Regulations" mean the rules and regulations adopted and promulgated from time to time by the Board of Trustees relating to the possession, use and enjoyment of the Project.
 - (w) The words "Timeshare Owner" shall mean the owners of one or more intervals.
 - (x) The words "Timeshare Unit" shall mean those Units covered and governed by Section 7 below.
 - (y) The word "Unit" shall mean and refer to one of the number' designating the Unit in the Declaration and in the Map.
 - (z) The words "Unit Number" shall mean and refer to the number designating the Unit in the Declaration and in the Map.
 - (aa) The words "Use Period" means the time period or periods during which a Timeshare Owner has reserved the use of an Interval in accordance with the provisions of this Declaration and the Rules and Regulations.
 - (bb) The words "Use Year" means each one-year period commencing at Check-In-Time on January 1st of each calendar year; provided, however, that the Rules and Regulations may designate another one-year period as constituting the Use Year; provided further, however, that the first Use Year of each Timeshare Owner shall be the partial one-year period commencing on the date of acceptance by naming such Timeshare Owner and ending at Check-Out-Time on the last Friday of the current Use Year.
 - (cc) The words "Utility Services" shall include, but not be limited to, electric power, natural gas, hot or cold water, heating, air conditioning, and sewer disposal.
 - (dd) The words "Whole Unit Owner" shall mean the owners of one or more Wholly-owned Unit
 - (ff) The words "Wholly-Owned Unit" shall mean those Units that have not been timeshared and are not governed by Section 7 below. The owners of Wholly-owned units may demonstrate that their Unit has not been timeshared by recording at the office of the Salt Lake County Recorder, a Notice of Termination withdrawing said unit from being timeshared. A wholly-owned unit may be recovered back into a Timeshare Unit by Whole Unit Owner executing and recording a cancellation of the Notice of Termination with the Salt Lake County Recorder.
- 3 Submission to Condominium Ownership. Association hereby submits the above-described property, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Association that the provisions of the Act shall apply to the property.
- 4 Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to this Project shall be enforceable equitable servitudes which shall run with the land and this Declaration and its servitudes shall be binding upon Association, its successors and assigns and upon all Unit Owners or subsequent unit owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.
- 5 Description of Property.
- (a) Description of Land. The land which is subject to this declaration is that tract of parcel in Salt Lake County, Utah, more particularly described on the first page of this Declaration.
 - (b) Description of Buildings. The improvements on the property consist of one multi-story building with a total of 43 units. The building is constructed on concrete foundations; exterior walls are brick, interior walls are sheet rock over plaster with wooden studs. The building is supplied with electricity, water, natural gas, and sewage service.

- (c) Description and Legal Status of Units. The Map shows the Unit Number of each Unit, its location, and the Common Areas and Facilities to which the Unit has immediate access.
- (1) Each Unit shall include that part of the building containing the Unit, which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:
 - (A) The upper boundary shall be the plane of the lower surface of the ceiling slab;
 - (B) The lower boundary shall be the plane of the upper surface of the floor slab; and
 - (C) The vertical boundaries of the Unit shall be (i) the interior surface of the outside walls of the building bounding a Unit; and (ii) the interior surface of any interior walls bounding a Unit.
 - (2) The Units of the Project are described as follows
 - (A) There are Forty-Three (43) Units, each Unit consisting of a portion of one floor. The Units are described in Exhibit "B" hereto.
 - (B) Exhibit "B" attached hereto shows the percentage of undivided ownership in the Common Areas appurtenant to each of the 43 Units.
- (d) Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:
- (1) The above described land;
 - (2) All foundations, columns, girders, beams, supports, mainwalls, roofs, lobbies, hallway stairs, stairways, fire escapes, service areas, entrances and exits, driveways and parking areas, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence; maintenance and safety of the Common Areas and Facilities or normally in common use;
 - (3) Those areas specifically set forth and designed in the map as "Common Areas";
 - (4) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein;
 - (5) Condominium Units 248 and 555 as shown in the Record of Survey Map;
 - (6) Any utility pipe or line or system servicing more than one single Unit, and all ducts, wires, conduits, and other accessories used therewith; and
 - (7) Maintenance storage building.
- 6 Statement of Purpose and Restriction on Use.
- (a) Purpose. The purpose of the Condominium Project is to provide residential living space and timeshare users space for Owners or their tenants and guests.
 - (b) Restrictions on Use. The Units and Common Areas and Facilities shall be used or restricted in use and occupied as hereinafter set forth.
 - (1) Each of the Units shall be occupied by that Owner(s) or their tenants or guests in accordance with this Declaration, the By-Laws, Rules and Regulations adopted by the Association and any agreements entered into by the Owners. The Common Areas and Facilities shall be used only for the purposes for which they are intended in providing access to the Units and in the furnishing of services and facilities for the enjoyment of the Units' owners, tenants, and guests.
 - (2) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable, or will result in the cancellation of insurance on the building, or on the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of applicable law, ordinance or regulation of any governmental authority and Rules and Regulations of the Association.
 - (3) No Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, window box, doorstep, porch, balcony, patio, radio or television antenna, or other apparatus) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Association, and then only in accordance with local zoning ordinances.

- (4) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.
- (5) Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.
- (6) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

7. Timeshared Intervals

Some Units in the condominium project have been designated timeshared. These intervals, reservation rights, use rights and use restrictions shall be governed as follows:

(a) Reservation and Use Rights of Timeshare Owners. Subject to all of the terms and conditions contained elsewhere in this Declaration, a Timeshare Owner shall have the right, for each interval owned, to use and occupy a Unit, of his Timeshare Owner's Unit Type, assigned to him by the Association, and the furnishings contained within such Unit, and the non-exclusive right to use and enjoy the Common Areas and Facilities, for seven (7) nights during each Use Year; provided, however, that such Timeshare Owner or his Permitted User shall have reserved such use and occupancy in accordance with the requirements and procedures for the making of reservations set forth in the then current Rules and Regulations. No use or occupancy by any Timeshare Owner will be permitted if such Timeshare Owner is delinquent in the payment of any amounts owed to the Association at Check-In-Time.

(b) Occupancy. No Timeshare Owner shall occupy a Unit, or exercise any other rights of ownership with respect to a Unit, other than the rights provided to him in this Section 7 during any time period other than his Use Period(s), unless expressly authorized by the Timeshare Owner entitled to occupy the Interval during such time period. Each Timeshare Owner shall keep the Unit occupied by him, and the furnishings therein, in good condition and repair during his Use Period(s), vacate the Unit at the expiration of his Use Period(s), remove all persons and person's private possessions there from, excluding only the furnishings, leave the Unit and the common furnishings therein in good and sanitary condition and repair, and otherwise comply with such check-out and other procedures and regulations as may from time to time be contained in the Rules and Regulations. Any Timeshare Owner may permit a Unit which he is entitled to occupy to be occupied by other persons (not in excess of the number of occupants permitted by the Rules and Regulations), for the purposes permitted by this Declaration, during his Use Period(s), but such Timeshare Owner shall be responsible for any loss, damage, destruction or violation of this Declaration or the Rules and Regulations (except on the part of an Exchange User) which occurs during such occupancy as if such Timeshare Owner were occupying the Unit.

(c) Failure to Vacate. If any Timeshare Owner or any Permitted User fails to vacate a Unit at the end of his Use Period, or otherwise makes unauthorized use or occupancy of a Unit during a period other than his Use Period, or prevents another Timeshare Owner or Permitted User from using or occupying a Unit during such other Timeshare Owner's Use Period, such Timeshare Owner shall be subject to immediate removal, eviction or ejection from the Unit wrongfully used or occupied. By accepting any conveyance of an Interval, each Timeshare Owner agrees that, in the event of a wrongful occupancy or use by him or any Permitted User, damages would be impracticable or extremely difficult to ascertain and, therefore, the measure of liquidated damages is \$500 per day.

(d) Use Restrictions. Notwithstanding anything in the Declaration to the contrary, except as required to prevent damage or injury to persons or property in an emergency, no Timeshare Owner shall make to authorize any alterations, additions or improvements to a Unit or its Common Furnishings, paint, repaint, tile, paper or otherwise refinish or redecorate the inner surfaces of the

walls, ceilings, floors, windows or doors bounding any Unit, which such Timeshare Owner may from time to time occupy, or remove, alter or replace any portion of the Common Furnishings, without the prior written consent of the Association. The right to perform all of the foregoing acts had been, and is hereby, delegated to the Association by this Declaration. The foregoing prohibitions, however, shall not modify or affect the obligation of each Timeshare Owner for the prudent care or ordinary maintenance and upkeep of all property subject to his use. No animals shall be allowed to enter or be kept in or upon any Unit or any of the Common Areas for any length of time whatsoever.

(e) Rental of Timeshared Units.

(1) The Association shall, during all times not included in any Use Period of a Unit, have the exclusive right to occupy the Unit and to rent said Unit. Any rentals received by the Association shall inure to the benefit of the Association and its members, and shall be applied as an offset against the expenses of the Association. Any rental funds in excess of rental expenses shall be treated as revenue of the Association. No Owner shall be entitled to any rentals received by the Association regardless of the fact that an Owner does not use his Interval during a Use Year.

(2) Association shall have the right, as shall all Owners, to rent the Intervals it owns. Any rentals received by the Association shall inure to the benefit of the Association and its members, and shall be applied as an offset against the expenses of the Association.

(f) Unit Types. As described in this Section 7, each Timeshare Owner has the right to use of his Unit Type, which is defined below and may be a studio Unit, a one bedroom Unit, a one bedroom suite Unit, or a two bedroom Unit.

(g) Transfer of Interest. No Timeshare Owner shall sell, convey, hypothecate or encumber less than all of his interest in any Interval he owns. Any sale, conveyance, hypothecation or encumbrance by any Timeshare Owner of less than all of his interest in an Interval shall be null, void and of no effect. The transfer of any Interval shall operate to transfer to the new owner of the Interval the interest of the prior Timeshare Owner in all funds in the hands of the Association even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

(h) Separate Mortgages. Each Timeshare Owner shall have the right to mortgage or otherwise encumber all, but not less than all, of his Intervals. Any Mortgage 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 Timeshare Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, assignment in lieu of foreclosure, or otherwise.

(i) Protection of Interest. Except as provided herein, no Timeshare Owner shall permit his Interval to be subject to any lien, claim or charge, the enforcement of which may result in a sale or threatened sale of the Interval of any other Timeshare Owner or any part thereof or in any interference in the use or enjoyment thereof by any other Timeshare Owner. In the event of a threatened sale of the Interval of any Timeshare Owner, or should the use and enjoyment of any portion thereof by any Timeshare Owner be threatened by reason of any lien, claim or charge against the Interval of any other Timeshare Owner, or should proceedings be instituted to effect any such sale or interference, any Timeshare Owner, acting on his own behalf or through the Association, or the Association acting on behalf of any one or more Timeshare Owners, (if promptly indemnified to his or its satisfaction) may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in such event, the Timeshare Owner whose interest was subjected to such lien, claim or

charge shall forthwith pay the amount so paid or expended to the Timeshare Owner or the Association, who shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or it may have incurred. No Timeshare Owner shall permit his interest in any funds from time to time in possession of the Association to be subjected to any attachment, lien, claim or charge or other legal process and each Timeshare Owner shall promptly restore any funds held by the Association in respect of his Interval to the extent depleted by the reason or the assertion of any such attachment, lien, claim, charge or other legal process and shall reimburse the Association for all reasonable attorneys' fees or other costs incurred in respect thereof.

(j) Parking. The parking spaces located within and appurtenant to the Project (as set forth in the Record of Survey Map), and any additional parking leased by the Association, shall be available for use by all Timeshare Owners during their Use Period only, on a non-reserved basis. In no event shall any Timeshare Owner or Permitted User of an Interval, or any person leasing a Unit, be entitled to more than one parking space during his Use Period. If the Association determines, or a governmental entity mandates, that additional parking space is needed, then the Association shall contract for the same to the extent it can, at reasonable rates, in the neighborhood surrounding the Project.

8. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Owners' Resorts & Exchange, Inc., 404 East 4500 South, #34A, Salt Lake City, Utah 84107. Said person may be changed by the recordation by the Association of an appropriate instrument. This Section of the Declaration may be amended by vote of the Board of Trustees of the Association.
9. Ownership and Use.
 - (a) Nature of Restrictions on Ownership and Use. Each Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit or Interval and may lease or rent his interest with appurtenant rights subject to terms and conditions chosen solely by the Owner and his lessee, except that all Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the By-Laws, and all Rules and Regulations of the Association and any agreement entered into by the Owners. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights or persons, corporations, partnerships, or trusts and in the form of common tenancy.
 - (b) Prohibition Against Subdivision of Unit. No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit or Interval to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.
 - (c) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Section 2 (c) of this Declaration. Said Common Areas and Facilities shall be owned by the Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.
 - (d) Use of Common Areas and Facilities. Each Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration, the By-Laws, Rules and Regulations and any agreement entered into by the Owners. This right of use shall be appurtenant to and run with each Unit.

- (e) Computation of Undivided Interest. The Percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by determining the ratio between the par value associated with such Unit (as set forth in Exhibit "B") and the aggregate par value of all Units in the Project. An Owner's percentage of ownership interest in the Common Areas and Facilities shall be for voting, assessment of common expenses and liquidation.
 - (f) Exchange Rights. All owners, both Timeshare and Wholly-owned, have the right to place their Units into an exchange program managed and/or operated by the Association, pursuant to the rules, regulations and fees set by the Board of Trustees.
10. Voting-Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit or Intervals. In the event there is more than one Owner of a particular Unit or Intervals, such Owners may exercise their votes individually in accordance with their individual percentage or fraction of ownership in the Unit or Interval. Otherwise, the vote relating to such Unit or Interval shall be exercised as such Owners may determine among themselves and a vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit or Intervals concerned unless an objection is immediately made by another Owner of the same Unit or Interval. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.
11. The Association.
- (a) Association. The Association has been created and its operations, powers and duties defined by the Articles, the Declaration, and the Bylaws. The provisions of this Section 11, and other provisions of this Declaration, where applicable, shall more specifically define the role, duties, rights and operations of the Association.
 - (b) Membership in Association. Each Owner shall be a member of the Association and shall remain a member thereof until he ceases to be an Owner.
 - (c) Transfer of Membership. The membership of each Owner in the Association is appurtenant to and inseparable from his ownership of his unit or interval and shall be automatically transferred upon any transfer or conveyance of the ownership of the interval or unit to any transferee or grantee.
 - (d) Voting. Any amendment shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased. No amendment shall require the consent or approval of any Mortgagee. Any amendment authorized hereby shall be evidenced by an instrument in writing, signed and acknowledged by Association, which amendment shall be effective upon recording the same in the Salt Lake County Recorder's Office.
 - (e) Manager. The Association may contract through a Building Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.
12. Easements.
Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities. In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of any of the building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of the Common Areas and Facilities or any other Unit, valid easements for

such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

13. Change in Ownership. The Association shall maintain up-to-date records showing the name of each person who is an Owner, the address of such person, and the Unit or Interval which is owned by him. In the event of any transfer of a fee or undivided fee interest in a Unit or Interval either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office on the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Unit and Interval ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Unit, Interval or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah.

14. Assessments.

(a) Agreement to Pay. Each Owner of a Unit, whether Timeshared or Wholly-owned, by the acceptance of an instrument of conveyance and transfer, shall be deemed to covenant and agree with each other and with the Association to pay all assessments made by the Association for the purposes provided in this Amended Declaration. Assessments shall be fixed, established, and collected from time to time as provided for herein. The responsibility of paying assessments shall be a personal obligation of the Owner.

(b) Power to Levy Assessments. The Owners hereby delegate to the Board of Trustees of the Association, or its successor in interest, the power and authority to levy and collect Regular Assessments, Special Assessments, Timeshare Assessments, and Personal Charges against all units based upon the guidelines hereinafter set forth.

(c) Regular Assessments. The Board of Trustees of the Association shall levy against all Whole and Timeshared Units an assessment to provide for payment of all estimated expenses arising out of or connected with maintenance and operations of the Common Areas and Facilities and for the creation of a reasonable contingency reserve for Common Areas and Facilities. This Regular Assessment may include, but are not necessarily limited to, among other things, the cost of management; fire, casualty, fidelity, public liability and other insurance premiums; common lighting; care of the grounds; repairs and renovations to Common Areas and Facilities; snow removal; wages and contracted services; legal and accounting fees; and expenses and liabilities incurred by the Association under or by reason of this Declaration. It will be necessary for the Board of Trustees of the Association to allocate some expense between Regular Assessments and other types of assessments. Such allocation is described in paragraph (i) below.

(d) Special Assessments. In addition to Regular Assessments authorized by this Declaration, the Board of Trustees may levy at any time Special Assessments payable over such periods as the Board of Trustees may determine, for the purpose of paying the cost of any construction or reconstruction, unexpected repair or replacement of the condominium project, or for any other expenses deemed reasonably necessary by the Board of Trustees.

(e) Apportionment of Regular or Special Assessments. Any Regular or Special Assessments levied pursuant hereto shall be assessed to Owners in proportion to their undivided interests in the Common Areas and Facilities.

(f) Timeshare Assessments. In addition to Regular and Special Assessments authorized by this Declaration, the Board of Trustees may levy assessments against the owners of Timeshared Intervals in the condominium project. This Timeshare Assessments shall include expenses required (i) to administer

the timeshare operation, (ii) to provide for reserves to ensure payment when due of the cost of capital expenditures relating to the repair or restoration of the Timeshared Units, and the repair and replacement of furnishings, and for such other purposes as are required by good business practice, (iii) to provide for a fund to account for the possibility that some assessments may not be paid on a current basis, and (iv) to provide for the payment of the fee of the manager. Without limiting the generality of the foregoing, Timeshare Assessments shall also include: all charges, costs, and expenses whatsoever incurred by the Association for or in connection with the administration and operation of the Timeshared Units; real property taxes and other taxes assessed against the property, or the furnishings or any other interests of the Timeshare Owners; assessments and other similar governmental charges levied on or attributable to the condominium project, including, without limitation, any room or any governmental charge levied in lieu thereof; insurance, including fire and other casualty and liability insurance, obtained pursuant to this Declaration, the Association's Articles of Incorporation and the Bylaws; any liability whatsoever for loss or damage arising out of or in connection with the condominium project, or any fire, accident, or nuisance therein; cost of repair, reinstatement, rebuilding and replacement of the condominium project, or the furnishings therein; the cost of all basic utility services, including water, electricity, garbage disposal, natural gas, telephone and any other similar service attributable to the Timeshared Units and the Common Areas; the unpaid share of any assessment levied during the previous Fiscal Year against any Owner who has defaulted in payment thereof to the extent that the same becomes uncollectable; wages, accounting and legal fees, management fees, maid service, and cleaning fees, and other necessary expenses of upkeep, maintenance, management and operation, actually incurred with respect to the condominium project. Timeshare Assessments shall not include any expense constituting a Personal Charge.

(g) Apportionment of Timeshare Assessment. Each fiscal year the expense attributable to each Timeshared Unit shall be determined in the following manner, and thereafter assessed to and paid by the Owner of said Timeshared Unit. The total Timeshare Expenses incurred in such Fiscal Year shall be divided into four parts, with one part pertaining to all two bedroom Units, one part pertaining to all one bedroom Units, one part pertaining to one bedroom suite Units, and one part pertaining to all studio Units. This division between the four Unit types shall be made in such a ratio that the total Timeshare Expenses attributable to a one bedroom Timeshared Units will be one and one-quarter times the total amount attributable to a studio Timeshared Units, the total Timeshare Expenses attributable to a two bedroom Timeshared Units will be one and two-thirds times the total amount attributable to a studio Timeshared Units, and the total Timeshare Expense attributed to a one bedroom suite Timeshare Units shall be one and one-third times the total amount attributed to a studio Timeshare Units. After dividing the Timeshare Expenses for each Fiscal Year into the four parts as explained above, that part pertaining to each Unit type shall be divided by the number of Intervals of that particular Unit type, thus resulting in the Timeshare Assessment to be made to the Owner of each Timeshared Unit in the condominium project.

(h) Personal Charges: The term "Personal Charges" means any expense resulting from the act or omission of any Owner, Permitted User or Exchange User, including, without limitation: the cost of long distance telephone charges or telephone message unit charges, any optional maid service and other special services or supplies attributable to the occupancy of the Unit during such Owner's use period; the cost to repair any damage to the Unit, to repair or replace any furnishings located therein or the Common Areas on account of loss or damage occurring during such Owner's use period; and the cost to satisfy any expense to any other Owner(s) or to the Association due to any intentional or negligent act or omission of such Owner, permitted user or exchange user, or resulting from the breach by such Owner, permitted user or exchange user of any provisions of this Declaration, the Bylaws or the Rules and Regulations. For purposes of this Section 8, the act or negligence of a permitted user shall be deemed to be the act of the Owner. Such Personal Charges shall be paid by each Owner as follows:

(1) If the Association is able to determine the amount of Personal Charges at Check-Out-Time (for example, Personal Charges constituting long distance telephone charges, optional maid services, etc.) such Personal Charges shall be payable at the termination of the Owner's use period.

(2) Personal Charges which are not ascertainable as provided in Section 8(a) above, shall be payable within thirty (30) days after receipt of a statement therefore.

(3) All Personal Charges not paid when due, together with interest, costs and attorney's fees, shall be a lien and charge against the Interval of the Owner along with any assessments.

i. Allocations of Expenses Between Regular Assessments and Timeshare Assessments.

All of the Owners of the Wholly-owned Units and Timeshared Units in the condominium project, by acquiring ownership to a Unit or a Timeshare Interval, agree that the Association shall divide all expenses in two categories, one category being those expenses which relate solely to the operation of the time-share scheme of ownership as created by this Declaration, and which are therefore particular to the Timeshare Unit Owners and the other category being those expenses of the condominium project which are common to all Units, and which should be shared by all Units on an equal basis, regardless of whether the Unit is timeshared. After the Association has divided all costs and expenses into these two categories, the Common Expenses shall be divided pursuant to paragraph (e) above. The Timeshare Expenses shall be assessed only against the Timeshare Owners, pursuant to paragraph (g) above.

It has been the historical experience of the Association, that very few expenses are exclusively Regular Expense or exclusively Timeshare Expenses. It will always be necessary for the Board of Trustees to divide these expenses into the two categories as provided further below.

The Association shall make a good faith effort to do all it can to properly allocate the expenses of the condominium project in a fair and reasonable manner among all of the Timeshare and Wholly-owned Owners, with the intent being to divide the costs and expenses fairly and evenly without imposing upon the Wholly-owned Unit the burdens and expenses of the time-share program created by this Declaration. By way of illustration and without limiting the foregoing, Timeshared Expenses may, but are not necessarily limited to include the costs of maid services; the reservation system; painting, refurbishing, renovating and otherwise maintaining the interior of the Timeshared Units and the furniture therein (since pursuant to the Declaration, Wholly-owned Units are obligated to maintain and refurbish the interiors of their own units); special insurance that may be required because of the time-share program created by this Declaration; extra or special accounting and/or legal expenses incurred by a different level of higher use to manage and account for the timeshare system; the increased utility expenses caused by the of Timeshare Units, as decided by the Board of Trustees of the Association; and any other costs that are unique or incurred primarily because of the timeshare nature of the condominium project. Common Expenses -include, but are not necessarily limited to, real property taxes on the common area; general fire and liability insurance; costs of maintaining the Common Areas of the condominium project; costs of cleaning, repairing, refurbishing, removing snow from, and otherwise maintaining the sidewalks, parking areas, and other Common Areas of the condominium project.

Some expenses, such as the costs of employees of the Association, the expenses of the Manager who is hired to perform all or most of the duties of the Association, the utility expenses that are not separately metered, will be difficult to precisely allocate between the Regular Expenses and Timeshare Expenses, however, the Board of Trustees shall use its best efforts in good faith to properly allocate between the two categories in a manner consistent with the guidelines set forth above.

15. Collection of Assessments.

(a) Time and Manner of Payment. Assessments shall not be due any sooner than thirty (30) days after assessment notices are mailed out, except that an assessment for personal charges shall be due upon demand. The Association may allow for deferred payment of assessments and may charge interest thereon as it may deem advisable at a rate of no more than 18% per annum.

(b) Lien for Assessments. Liability for the payment of all sums assessed to the Owner of a Wholly Owned or Timeshared Units hereunder are automatically secured by a lien on such Unit in favor of the Association. At such time as any such assessment is delinquent, a written notice of such lien may be recorded by the Association in the Office of the Salt Lake County Recorder, with a copy thereof sent to the Owner. In the event of foreclosure of such lien, the Owner shall be required to pay costs and reasonable attorneys fees; which amounts shall likewise be secured by the lien being foreclosed. Such lien may be foreclosed by judicial foreclosure or non-judicial foreclosure, in accordance with law. The Association shall be deemed to be the trustee for purposes of carrying out a non-judicial foreclosure in the manner of a deed of trust, as set forth in Section 57-8-20(4) of the Utah Code, as amended. During such foreclosure, the Association may require the Owner to pay a reasonable rental for the use of his Unit and the Association may require the appointment of a receiver to collect the rental without regard to the value of the security.

(c) Personal Liability of Owner. The Owner of a Unit or Interval shall be personally liable to the Association for the payment of any and all assessments made hereunder. The Association may bring suit

against the Owner for the recovery of such assessments, together with court costs and reasonable attorneys fees, without first either waiving or foreclosing the lien securing same. No Owner may avoid or diminish such personal liability by waiver of the use and enjoyment of his Condominium or any of the Common Areas or any of the services or amenities provide for herein or by abandonment of his Interval or Unit. Further, a purchaser of a Unit or Interval shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit or Interval up to the time of the grant or conveyance.

16. Destruction or Damage. In the event of destruction or damage of part or of all the Condominium Project, the procedures of this section shall apply.

(a) If proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Units shall be assessed for any deficiency on the basis of their respective appurtenant percentage of undivided ownership interest.

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

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Association shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-1, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the direction of the Association. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made by the Association.

17. Taxes. It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Whole Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium Unit. The Association pays the property taxes on the Timeshared Units as part of Timeshare Expenses.

18. Insurance:

(a) Hazard Insurance. The Association shall at all times maintain in force hazard insurance meeting the following requirements:

(1) A multi-peril type policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained in the amount of the value of all improvements on the project, as determined by the Association, with provisions for automatic increases in coverage to cover any increases in value of the project. Such policy shall provide coverage against loss or damage by fire and other hazards covered with special forms coverage covering including sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use.

(2) The named insured under each policy required to be maintained by the foregoing shall be in form and substance essentially as follows: "The Kimball Condominiums Owners Association or its authorized representative, for the use and benefit of the individual Owners."

- (3) Each such policy shall include the standard mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.
- (4) Each such policy provide that notwithstanding provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(b) Liability Insurance. The Association shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a Owner because of negligent acts of other Owners or the Association. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. The limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims or personal injury and/or property damage arising out of a single occurrence. Policy may contain a waiver of Substitution Clause.

(c) General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Sections 18(a) and 18(b) shall be written by an insurance carrier which is licensed to transact business in the State of Utah with a Best Rating of A-XII or better. Each such policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Owners when such act or neglect is not within the control of the Association of Owners or the Association; (b) coverage shall not be prejudiced by any failure by the Association or Board of Trustees to comply with any warranty or condition with regard to any portion of the Project over which the Association and Board of Trustees have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right of subrogation it might have as to any and all claims against the Association, any Owner, and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Section 18(a) and 18(b) hereof cannot reasonably be secured, with respect to such coverage the Association or the Board of Trustees shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

19. Maintenance.

(a) Each Whole Unit Owner at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Association is protected by insurance against such injury, the Whole Unit Owner shall repair all injury or damages to the Unit or building caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any plumbing fixtures that may be in or connected with the Unit. Without the written permission of the Association first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the Unit or of the building.

(b) Timeshare Units Maintenance. The Association shall provide maid service for all cleaning, maintenance, repair, replacement, and painting of each Timeshare Unit and the furnishings therein contained.

20. Right of Entry. The Association and its duly authorized agents shall have the right to enter any and all of the Units in case of an emergency in or threatening such Unit or any other part of the Project, whether or not the Owner or occupant thereof is present at the time. The Association and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Owner affected by such entry shall first be notified thereof if available and if time permits.

21. Administrative Rules and Regulations. The Association shall have the power to adopt and establish by resolution, such building, management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Association may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Owners, such amendment, alteration or provisions shall be taken to be a part of such rules. Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Owners, tenants, subtenants or other occupants of the Units.

22. Obligation to Comply Herewith. Each Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, the Declaration, the By-Laws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Association or the Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Association or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

23. Indemnification of Association. Each member of the Board of Trustees of the Association shall be indemnified and held harmless by the Association against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Association provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct, gross negligence or other intentional act of the member.

24. Amendment. This Declaration and/or the Map may be amended upon the affirmative vote or approved and consent of not less than a majority of the undivided interest in the Common Area and Facilities present, in person or by proxy, at a duly held meeting of the members of the Association. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Association. In said instrument the Association shall certify that the vote or consent required by this section has occurred.

25. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections, or section or sections had not been inserted.

By: *[Signature]*
LON HURST

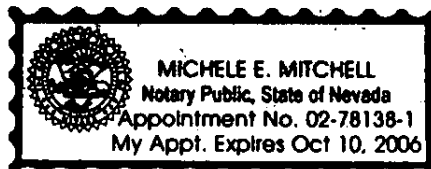
Its: Member, Board of Trustees

STATE OF NEVADA)
 :SS
COUNTY OF CLARK)

On this 17 day of AUGUST, 2003, personally appeared before me
LON HURST, the signer of the foregoing acknowledgement, who duly
acknowledged to me that he executed the same.

[Signature]
NOTARY PUBLIC
Residing at: 530 AVE G
BOULDER CITY NV 89005

My Commission Expires:
10-10-06



By: Shirl McKay
SHIRL MCKAY

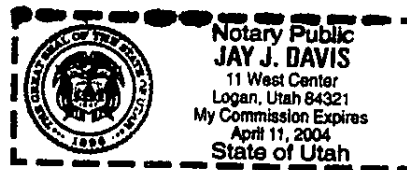
Its: Member, Board of Trustees

STATE OF Ut)
COUNTY OF Cache) :ss

On this 14 day of August, 2003, personally appeared before me Shirl McKay, the signer of the foregoing acknowledgement, who duly acknowledged to me that he executed the same.

Jay J. Davis
NOTARY PUBLIC
Residing at:

My Commission Expires:
4/11/04



By: Chad Wilkinson
CHAD WILKINSON

Its: Member, Board of Trustees

STATE OF Utah)
COUNTY OF Salt Lake) :ss

On this 15th day of August, 2003, personally appeared before me Chad Wilkinson, the signer of the foregoing acknowledgement, who duly acknowledged to me that he executed the same.

Sally H. Duncan
NOTARY PUBLIC
Residing at: Salt Lake, Utah

My Commission Expires:

7-28-2007

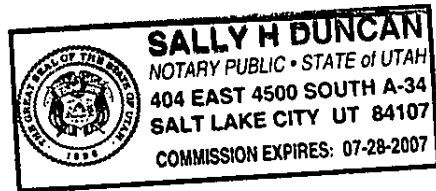


EXHIBIT "A"

The following recorded documents are replaced by this Amended and Restated Declaration of the Kimball Condominiums:

<u>Document</u>	<u>Date</u>	<u>Recording Information</u>
Amended to the Second Amended Declaration	2/24/82	Recorded 3/5/82 Entry No. 3654014 Book 5347 Beginning at Page 1092
Second Amendment to the Second Amended Declaration	12/1/83	Recorded 12/5/83 Entry No. 3877150 Book 5512 Beginning at Page 1056
Third Amendment to the Second Amended Declaration	7/3/84	Recorded 8/31/84 Entry No. 3987819 Book 5586 Beginning at Page 2427
Fourth Amendment to the Second Amended Declaration	2/27/89	Recorded 3/14/89 Entry No. 4746199 Book 6110 Beginning at Page 355
Fifth Amendment to the Second Amended Declaration	5/27/94	Recorded 6/3/94 Entry No. 5840857 Book 6954 Beginning at Page 2004
Sixth Amendment to the Second Amended Declaration ("Sixth Amendment")	3/25/97	Recorded September 23, 1997 Entry No. 6746247 Book 7764 Beginning at Page 0851
Seventh Amendment to Second Amended Declaration ("Seventh Amendment")	11/26/97	Recorded December 3, 1997 Entry No. 6805205 Book 7822 Beginning at Page 109

First Amendment to Amended and Restated Use and Occupancy Agreement	11/30/83	Recorded 12/5/83 Entry No. 3877149 Book 5512 Beginning at Page 1048
Second Amendment Amended and Restated Use and Occupancy Agreement	7/3/84	Recorded 8/31/84 Entry No. 3987818 Book 5586 Beginning at Page 2421
Third Amendment to Amended and Restated Use and Occupancy Agreement	2/27/89	Recorded 3/14/89 Entry No. 4746199 Book 6110 Page 355
Fourth Amendment to Amended and Related Use and Occupancy Agreement	5/27/94	Recorded 6/3/94 Entry No. 5840857 Book 6954 Beginning at Page 2004
Fifth Amendment to Amended and Restated Use and Occupancy Agreement	3/25/97	Recorded 9/23/97 Entry No. 6746247 Book 7764 Beginning at Page 0851
Sixth Amendment to Amend and Restate Use and Occupancy Agreement	11/26/97	Recorded December 3, 1997 Entry No. 68805205 Book 7822 Beginning at Page 109

LOT/ QUAR	PARCEL NUMBER
125	09-31-356- 156 -0000
129	09-31-356- 025 -0000
134	09-31-356- 030 -0000
138	09-31-356- 033 -0000
139	09-31-356- 034 -0000
143	09-31-356- 037 -0000
144	09-31-356- 038 -0000
225	09-31-356- 060 -0000
226	09-31-356- 061 -0000
230	09-31-356- 065 -0000
233	09-31-356- 068 -0000
234	09-31-356- 069 -0000
237	09-31-356- 072 -0000
238	09-31-356- 073 -0000
239	09-31-356- 074 -0000
243	09-31-356- 077 -0000
244	09-31-356- 078 -0000
247	09-31-356- 157 -0000
248	09-31-356- 158 -0000

LOT/ QUAR	PARCEL NUMBER
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330	09-31-356- 106 -0000
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334	09-31-356- 110 -0000
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338	09-31-356- 114 -0000
339	09-31-356- 115 -0000
343	09-31-356- 118 -0000
344	09-31-356- 119 -0000
347	09-31-356- 121 -0000
348	09-31-356- 122 -0000
425	09-31-356- 133 -0000
426	09-31-356- 134 -0000
430	09-31-356- 138 -0000
433	09-31-356- 141 -0000
434	09-31-356- 142 -0000

LOT/ QUAR	PARCEL NUMBER
437	09-31-256- 145 -0000
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443	09-31-256- 150 -0000
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447	09-31-256- 153 -0000
448	09-31-256- 154 -0000
555	09-31-256- 162 -0000
AREA	09-31-309- 032 -0000
AREA	09-31-356 163 -0000

Exhibit B

List of Unit Numbers and Undivided Ownership Interests in Common Areas and
Facilities Appurtenant to Each Unit

Unit Designation	Unit Size Square Foot	Undivided Interest in Common Areas and Facilities
125	471.21	0.01826
129	473.34	0.01834
134	734.88	0.02848
138	854.28	0.03311
139	568.94	0.02205
143	561.59	0.02176
144	551.58	0.02138
225	737.77	0.02859
226	712.69	0.02762
230	734.65	0.02847
233	746.79	0.02894
234	756.8	0.02933
237	283.56	0.01099
238	889.73	0.03448
239	582.3	0.02257
243	580.45	0.02249
244	567.94	0.02201
247	288.14	0.01117
325	498.8	0.01933
326	730.59	0.02831
329	503.15	0.01950
330	739.11	0.02864
333	503.15	0.01950
334	776.94	0.03011
337	289.52	0.01122
338	908.67	0.03521
339	599.29	0.02322
343	597.36	0.02315
344	593.92	0.02302
347	299.59	0.01161
348	304.5	0.01180
425	756.9	0.02933
426	730.59	0.02831
430	739.11	0.02864
433	758.35	0.02939
434	772.22	0.02993
437	291.42	0.01129
438	911.04	0.03531
439	601.2	0.02330
443	599.53	0.02323
444	599.95	0.02325
447	298.74	0.01158
448	304.5	0.01180
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