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DECLARATION OF CONDOMINIUM
OF THE
OGDEN CITY CENTRE CONDOMINIUM PROJECT
AND BYLAWS

THIS DECLARATION OF CONDOMINIUM OF THE OGDEN CITY CENTRE CONDOMINIUM PROJECT AND BYLAWS (the "Declaration") is made and executed as of the 30th day of December, 1992, by BOYER-WASHINGTON BOULEVARD ASSOCIATES NO. 2, LTD., a Utah limited partnership ("Declarant").

RECITALS:

A. Declarant is the owner of that certain Tract of real property more particularly described in Article II hereof.

B. Various improvements have been made to the Tract so as to enable its use and operation as a Condominium Project. The construction of all of such improvements has been or will be performed in accordance with the information contained in this Declaration and in the Record of Survey Map.

C. Declarant desires, by filing this Declaration and the Survey Map, to submit said Tract and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as the "Ogden City Centre Condominium Project."

D. Declarant intends to sell and convey to various persons fee title to the individual Units contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, restrictions, and limitations herein set forth.

NOW, THEREFORE, for the forgoing purposes, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Any term used herein that is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated §§ 57-8-1 through 57-8-36 (Supp. 1992), as amended.

11-083-0001-0000

2. "Affiliate of Declarant" shall mean and refer to any person or entity that controls, is controlled by, or is under common control with Declarant. A person or entity shall be considered to control the Declarant if that person or entity is a general partner, officer, director, or employee of the Declarant who: (i) directly or indirectly or acting in concert with one or more persons, or through one or more subsidiaries, owns, controls, or holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting shares of Declarant; (ii) controls in any manner the election of a majority of the directors of Declarant; or (iii) has contributed more than twenty percent (20%) of the capital of Declarant. A person or entity shall be considered to be controlled by Declarant if Declarant is a general partner, officer, director, or employee of that person or entity who: (i) directly or indirectly or acting in concert with one or more persons or through one or more subsidiaries, owns, controls, or holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting shares of that person or entity; (ii) controls in any manner the election of a majority of the directors of that person or entity; or (iii) has contributed more than twenty percent (20%) of the capital of that person or entity.

3. "Association of Unit Owners," "Owners Association" or "Association" shall mean and refer to all of the Owners taken as, or acting as, a group.

4. "Building" shall mean and refer to the structure containing or to contain Units.

5. "Common Areas and Facilities" or "Common Areas" shall mean, refer to, and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act, including the entirety of the Tract (but excluding individual Units).

(b) All Common Areas and Facilities designated as such in the Survey Map.

(c) All Limited Common Areas and Facilities.

(d) All foundations, columns, girders, beams, supports, and load-bearing walls constituting a portion of or included in the improvements which comprise a part of the Project.

(e) Those portions of the exterior walls of the Building (excluding glass in windows) beyond the exposed face of drywall and/or of the interior metal enclosures on the Unit side of such walls; those portions of all walls which enclose the Units and divide them from corridors, stairs and other Common Areas and which are located beyond the unfinished surface on the Unit side of such walls; those portions of all walls located between the Units within the unfinished faces of

such walls on either side thereof; the concrete floors; mechanical penthouse; and roof.

(f) All halls, corridors, stairs, vestibules, stairways, fire escapes, lobbies, plazas, entrances, and exits which are designed for the use of more than one Unit.

(g) All installations for and all equipment designed and intended to provide the Project with utility services for common use, including, but not limited to, telephone, electricity, gas, water, sewer, heat, ventilation, air conditioning, and incineration (including all pipes ducts, vents, wires, cables, conduits and transformers designed and intended for common use in connection therewith).

(h) All apparatus, installations, and facilities included within the Project and designed and intended for common use, including, but not limited to, elevators, rest rooms, tanks, pumps, motor, fans, compressors, and ducts, (and all control apparatus and equipment designed and intended for common use in connection therewith) but excluding any payment boxes (and improvements ancillary thereto) depicted on the Survey Map.

(i) The Project outdoor lighting, landscaping, sidewalks, driveways, and accessways.

(j) All portions of the Project not specifically included within the individual Units but excluding any payment boxes (and improvements ancillary thereto) depicted on the Survey Map.

(k) All cleaning and maintenance equipment and other personal property at any time leased, acquired, owned or held by the Association for the use and benefit of all Owners.

(l) All space, if any, intended to be devoted to the use of a manager or superintendent of the Building and/or the use of other persons employed in connection with the Common Areas of the Project.

(m) All other parts of the Project designed and intended for, or normally in, common use or necessary or convenient to the existence, maintenance, safety, or management of the Common Areas of the Project.

The term "common use" as used in this definition means use by or for any two or more Units.

6. "Common Expenses" shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, any management agreement which may be entered into for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.

7. "Condominium Project" or "Project" shall mean and refer to the Ogden City Centre Condominium Project.

8. "Condominium Unit" shall mean, refer to, and include a Unit together with its appurtenant undivided ownership interest in the Common Areas and Facilities, and its appurtenant right to exclusive use of Limited Common Areas associated with such Unit.

9. "Declarant" shall mean and refer to Boyer-Washington Boulevard Associates No. 2, Ltd., a Utah limited partnership, ("Boyer-Washington"), or any successor to Boyer-Washington that, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project as did its predecessor.

10. "Declaration" shall mean and refer to this Declaration of Condominium of the Ogden City Centre Condominium Project, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.

11. "Eligible Mortgagee" shall mean and include a Mortgagee that has requested notice of certain matters from the Association in accordance with the fourth Paragraph of Section 35 of Article III of this Declaration.

12. "Eligible Insurer or Guarantor" shall mean and include an insurer or governmental guarantor of a Mortgage that has requested notice of certain matters from the Association in accordance with the fourth Paragraph of Section 35 of Article III of this Declaration.

13. "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated in this Declaration or in the Survey Map, if any, as reserved for the use of a certain Unit to the exclusion of the other Units.

14. "Management Committee" or "Committee" shall mean and refer to the Management Committee of the Ogden City Centre Condominium Project.

15. "Mortgage" shall mean and include (a) a first mortgage on any Condominium Unit, a first deed of trust on any Condominium Unit, and (c) any indenture secured by a first position security interest on any Condominium Unit.

16. "Mortgagee" shall mean and include both a mortgagee under a first mortgage on any Condominium Unit and a beneficiary under a first deed of trust on any Condominium Unit.

17. "Record of Survey Map," "Survey Map," or "Map" shall mean and refer to the Record of Survey Map, filed herewith, entitled "Record of Survey Map of Ogden City Centre Condominium Project," executed and acknowledged by Declarant, consisting of five (5) sheets, and prepared and certified by Robert B. Jones a duly

registered Utah Land Surveyor holding Certificate No. 1525, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.

18. "Size" shall mean and constitute the area of the floor space within a Unit, in square feet, rounded to the nearest whole number ending in zero (e.g., 4930, 6500, 11,480), and computed and determined as follows on the basis of dimensions shown on the Survey Map. The measurements used in determining Size shall run from the interior surfaces of the walls surrounding the Unit concerned and each separate level, story, or floor contained within or making up the Unit shall be taken into account and, subject to the following provisions, shall augment the Size thereof. So long as it substantially complies with the provisions of this Section 18 and is not arbitrary, Declarant's determination of the Size of a Unit, as set forth in this Declaration or in any amendment hereto, shall be conclusive.

19. "Tract" shall mean, refer to, and consist of the real property and interests in real property, including, without limitation, leasehold interests pursuant to the Lease, as hereinafter defined, that Article II of this Declaration submits to the terms of the Act.

20. "Unit" shall mean and refer to one or more rooms or spaces located in or adjacent to the Building and intended for independent use and which is designated as a Unit on the Record of Survey Map and in Exhibit "A" attached hereto (and incorporated herein by this reference). Notwithstanding any information on the Survey Map to the contrary, each Unit is or shall be deemed to be bounded by the interior surfaces of the walls, floors and ceilings, and the exterior surfaces of all window glass and doors, on or along the perimeter boundaries of such individual room or space; except for Units 102 which perimeter boundary shall include the stairway and access area indicated on the Survey Map. All walls, floors and ceilings on or along the perimeter of a Unit shall constitute a part of the Common Areas and Facilities. A Unit shall include any walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, walls, or coverings which bound it; provided, however, that a Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit and shall not include any load-bearing walls, columns, girders, beams, supports or floors comprising a part of the Building in which the Unit is contained. A Unit shall also include all fixtures contained within its vertical and horizontal perimeters and intended for the sole use of such Unit.

21. "Unit Number" shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and on the Record of Survey Map.

22. "Unit Owner" or "Owner" shall mean and refer to the person who is the owner of record (in the office of the County

Recorder of Weber County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a Mortgagee unless and until such party has acquired record title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. SUBMISSION

There is hereby submitted to the provisions of the Act, as the Tract associated with the Ogden City Centre Condominium Project, the following-described parcel of real property situated in Weber County, State of Utah:

See Exhibit "B" attached hereto and incorporated herein by this reference.

TOGETHER WITH: (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described parcel of real property; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said parcel including, but not limited to, all of Declarant's right, title, interest and estate in and to that certain Agreement for Lease, Operation and Maintenance of Parking Facility dated August 10, 1989, as amended (collectively, the "Lease"); and (iii) all articles of personal property intended for use in connection with the Common Areas of said parcel.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof; the Lease; that certain Lease Agreement dated October 15, 1991 (the "University of Phoenix Lease") between Declarant and University of Phoenix, an Arizona corporation (the "University"); all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility that traverses or partially occupies the above-described Tract at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now

or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete the Building and all of the other improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) To improve portions of the Tract with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

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

1. Descriptions of Improvements. The improvements included in the Project are now or will be located upon the Tract. The significant improvements contained in the Project include: (i) one (1) Building containing six (6) above-ground stories and eight (8) Units, and (ii) asphalt or concrete driveways and parking spaces and areas. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map. The Project also contains other improvements of a less significant nature, such as outdoor lighting, landscaping, and concrete sidewalks and walkways. The Survey Map shows the number of stories and the number of Units that are contained in the Building. The Building is primarily composed of the following materials: the load bearing walls on the lowest floor are of steel; each floor is framed with steel with concrete topping and supported by composite steel beams, girders and columns; the roof is of 60 mil single membrane trolac; interior walls are surfaced with sheetrock or gypsum board; and above-ground exterior walls are surfaced with glass, glass fiber reinforced concrete and granite.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location, dimensions from which its Size may be determined, and the Common Areas and Facilities to which it has immediate access. Each Condominium Unit shall be capable of being separately owned, encumbered, and conveyed. The undivided ownership interest in the

Common Areas and Facilities appurtenant to a Unit may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Chapter 39 of Title 78, Utah Code Annotated, as amended. The immediately foregoing sentence shall not prejudice or otherwise affect the rights set forth in Sections 29 through 33, inclusive, of Article III of this Declaration in the event of Substantial Destruction, Condemnation, or Obsolescence (as those terms are defined in Section 29): There shall be no restriction upon any Unit Owner's right of ingress to and egress from such Owner's Unit.

3. Contents of Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Unit contained in the Project: (i) The Unit Number; (ii) The Size of the Unit; and (iii) The percentage of undivided ownership interest in the Common Areas which is appurtenant to the Unit.

4. Computation of Undivided Interests. The percentage of undivided ownership interest in the Common Areas and Facilities that is appurtenant to a Unit shall be equal to the ratio between the Size of such Unit and the aggregate Size of all Units included in the Project. In determining the percentage of undivided ownership interests that is appurtenant to each Unit contained in the Project, Declarant may have made minor adjustments in some or all of the percentage interests which result from a strict application of the formula described in the immediately foregoing sentence for the purpose, but only for the purpose, of assuring that the total undivided ownership interest respecting the Project equals 100.00%. The percentages of individual ownership interests in the Common Areas which are appurtenant to the Units and which are set forth on Exhibit "A" have been computed in the aforesaid manner.

5. University of Phoenix. So long as the University of Phoenix Lease is in existence, no action shall be taken by the Association or the Management Committee under this Declaration with respect to the Project or the Common Areas and Facilities (i) that would be prohibited if undertaken by the Landlord pursuant to such Lease; or (ii) which would materially and adversely alter or interfere with the rights of, or increase the costs to, the University of Phoenix (the "University") under the University of Phoenix Lease to use and enjoy the premises subject to that Lease as well as the Common Areas and Facilities in the manner currently enjoyed or as is otherwise permitted by the University of Phoenix Lease. It is understood and agreed that the University has executed this Declaration and the Survey Map solely for the purpose of consenting to the recordation of such documents as provided in the Act, the declarant thereunder for the purposes of the Act being the Declarant as identified and defined in this Declaration. Declarant shall indemnify and hold harmless the University from and against any and all claims or liability whatsoever incurred by the University by reason of the execution of the Declaration and Survey Map by the University. Each person executing or consenting to this Declaration acknowledges the provisions of this Section 5 and agrees that any and all interest of such person or entity in the

Project or otherwise pursuant to this Declaration is subject to the provisions of this Section 5.

6. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Condominium Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ contained within the Ogden City Centre Condominium Project, as the same is identified in the Record of Survey Map recorded in Weber County, Utah, as Entry No. _____ (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the Ogden City Centre Condominium Project recorded in Weber County, Utah, as Entry No. _____ in Book _____ at Page _____ (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities that is appurtenant to said Unit as more particularly described in said Declaration.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas and Facilities, nor the right of exclusive use of a Limited Common Area and Facility, shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

7. Use Restrictions. All Units are intended to be exclusively used as governmental, business, educational or professional office space, or other commercial uses commonly found in first-class office buildings, and are restricted to such uses. Without limiting the generality of the foregoing, such permitted uses may include banking and financial facilities and offices, data processing facilities and offices, travel agencies, brokerage offices, real estate sales offices, educational classrooms and facilities, professional offices, and other business offices and related facilities; provided, however, that all such uses must comply with all applicable state and local statutes, rules and ordinances. All uses permitted by this Section 7 shall be limited to such as in the opinion of the Management Committee are not inconsistent with the protection of the general character and quality of the Project as a first-class governmental, business, educational and professional office building in its use, occupancy and maintenance. Each Unit Owner may rent or lease portions of its Unit to others for approved uses. All leases or rental agreements for a Unit shall be in writing and subject to the requirements of this Declaration, the Association bylaws (if any), the Record of Survey Map and such rules, regulations, and procedures as may be

promulgated from time to time by the Management Committee. Neither the Committee nor the Association shall create or enforce any restriction relating to the term of a lease or the term of a rental agreement of any Condominium Unit in the Project other than those contained in this Section 7. No Unit shall be used, occupied, or altered (i) in violation of law, (ii) so as to detract from the appearance or value of any other Unit, (iii) so as to create a nuisance or to interfere with the rights of any Unit Owner, or (iv) in a way that would result in an increase in the cost of any insurance covering the Project as a whole. 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. Without limiting the breadth of the immediately preceding sentence: (a) No automobile or other vehicle shall be parked in front of a walkway, or at any location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts; (b) No radio or television antenna or any wiring for any purpose may be installed on the exterior of any Building without the prior written approval of the Management Committee; (c) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or fixed by any Owner at any location within the Common Areas or at any location within each Unit visible from the Common Areas without the prior written consent of the Management Committee; (d) No sidewalk, entrance, passage, vestibule, stairway, corridor, or hall comprising a part of the Common Areas (other than Limited Common Areas) may be obstructed or encumbered or used for any purpose other than ingress and egress to and from Units; (e) No articles belonging to Owners shall be kept within or upon Common Areas (other than Limited Common Areas associated with such Owner's Unit); (f) No leases, charges for use, rental agreements, licenses, or similar arrangements shall be employed or entered into by any Owner with respect to any portion of the Common Areas and Facilities; and (g) No Owner shall, without the prior written consent of the Management Committee in each specific instances, make or cause to be made any alteration, addition or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Building, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

8. Declarant's Sales and Leasing Program. Notwithstanding the provisions of this Declaration to the contrary, until Declarant ceases to be a Unit Owner, Declarant shall have the right, in furtherance of any sales, leasing, promotional or other activities designed to accomplish or facilitate the sale or leasing of Units owned by Declarant, to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places in the Common Areas or such Units, but any such device shall be of a size and in a location as is reasonable and customary. Declarant shall have the right from time to time to locate or relocate any of such signs, banners, or similar devices, but in connection with each such location or relocation shall observe the limitations set forth in the preceding sentence. Notwithstanding the foregoing, any sign, banner or similar devices

located in the Project shall comply with the applicable zoning ordinances.

9. Condition and Maintenance of Units and Limited Common Areas. Subject to the provisions of this Section 9, each Owner shall have the exclusive right to paint, repaint, tile, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings and floors and the exterior surfaces of doors, forming the boundaries of such Owner's Unit. Each Owner shall also have the right to construct partition walls, fixtures and improvements within the boundaries of such Owner's 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 or interfere with any Common Areas that may be located within the boundaries of such Unit. Replacement glass on the boundary of such Unit shall identically match the original window glass of such Unit in tint and coloration and shall be of quality equal to or better than such original window glass. All blinds, drapes, and other window coverings located on, visible through, or attached to an exterior window of the Building shall be of uniform type quality and color as determined by the Management Committee. All doors forming or situated at an exterior boundary of a Unit or visible from any part of the Common Areas, shall be of a type, quality, style and color as determined by the Management Committee. Each Unit, and all utility facilities, lines, ducts, and other such apparatus (including air conditioning apparatus) serving solely such Unit, shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep its parking spaces in a clean and orderly condition, but shall not, otherwise maintain the same. In addition, each Owner shall maintain in good condition and repair the window glass and doors forming or situated at the exterior boundary of such Owner's Unit and shall immediately repair or replace any such window glass or door in the event of removal, breakage or other damage. In the event that any removed, broken or damaged window glass or door referred to in the preceding sentence is not immediately repaired or replaced by the Owner obligated to do so, the Management Committee shall have the right, at the expense of such Owner and without liability to such Owner for trespass or otherwise, to enter the Unit concerned and repair or replace such window glass or door, as the case may be; provided, however, that the Committee shall have no obligation regarding maintenance or care that is required to be accomplished by any Owner.

10. Encroachments. In the event that any portion of the Common Areas, a Limited Common Area, or a Unit (whether constructed by Declarant or reconstructed so as to substantially duplicate a Unit or Building originally constructed by Declarant) encroaches or comes to encroach on the Common Areas, another Limited Common Area or another Unit, and/or another Building, as a result of

construction, reconstruction, repair, shifting, settlement, or movement of any portion of the foregoing, an easement for such encroachment and for the maintenance of the same is created hereby and shall exist so long as such encroachment exists.

11. Status and General Authority of Committee. The Condominium Project shall be managed, operated, and maintained by the Management Committee on behalf of the Association. The Committee shall, in connection with its exercise of any of the powers delineated in subsections (a) through (1) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following rights, authority and powers:

(a) A right of entry upon any Condominium Unit and any Limited Common Area to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacement, or maintenance of the Project, or any portion thereof, as necessary.

(b) The authority, without the vote or consent of the Unit Owners, Mortgagees, insurers or guarantors of Mortgages, or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and easements over, under, across, and through the Common Areas and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

(c) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map that has been approved by the vote or consent necessary to authorize such amendment.

(d) The power to sue and be sued.

(e) The authority to enter into contracts that in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

(f) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(g) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent that is necessary under the circumstances.

(h) The power and authority to add any interest in real property obtained pursuant to subsection (g) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent.

(i) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

(j) The power and authority to levy and collect general and special assessments for the payment of Common Expenses as provided for in Sections 21 and 22 of this Article III.

(k) The right to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated to perform pursuant to this Declaration.

(l) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee in order to perform its functions on behalf of the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

12. Professional Management. Unless approval for self-management is obtained pursuant to Section 36(c) of this Article III, the Committee shall carry out through a professional manager those of its functions that are properly the subject of delegation. The professional manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any such management agreement shall run for a reasonable period of from one (1) to three (3) years.

13. Composition of Management Committee. The Committee shall be composed of three (3) members. At the first regular Owners' meeting, two (2) Committee members shall be elected for two-year terms and one (1) member for a one-year term. At each annual Owners' meeting thereafter, any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At each annual Owners' meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that upon written notice to the Committee by any Unit Owner (delivered not less than 48 hours before the time fixed for holding a meeting of the Unit Owners for the purpose of

electing any member of the Committee) that such Unit Owner desires that the voting at such election shall be cumulative, each Unit Owner shall have the right to cumulate such voting power as it possesses and to give one candidate as many votes as the number of members to be elected, multiplied by such Unit Owner's percentage of undivided ownership interest appurtenant to such Owner's Unit, or to distribute such vote on the same principle among two or more candidates as such Unit Owner sees fit. Notwithstanding the foregoing provisions, until the first annual meeting of the Owners, the members of the Committee shall be the following persons and each shall hold the office(s) indicated opposite his or her name:

Lee Peterson	President
L. Nate Pierce	Vice President
Larry Elcock	Secretary-Treasurer

Any Committee member who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit such member's seat. In the event of a vacancy, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

14. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. The President shall preside over all meetings of the Committee and of the Unit Owners, and shall execute all instruments on behalf of the Committee.

(b) Vice-President. The Vice-President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. Upon request of the Committee, the Treasurer shall furnish it with a bond, in the amount specified by the Committee, conditioned upon the faithful performance of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same Committee member.

15. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners' meeting. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may provide. Either oral or written notice shall be given to each Committee Member of the time and place of each regular Committee meeting at least three days prior to such meeting. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Committee member at least three days (but in the event of an emergency, 24 hours) before the time fixed for the meeting. Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even through the member concerned does not actually receive notice. The propriety of holding any meeting that is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

16. Owners' Meetings. (a) Beginning in 1993, the annual meeting of the Unit Owners shall be held at 7:00 p.m. on the second Wednesday in November of each year. The place of meeting shall be at a location in Weber County, Utah specified in the notice of meeting, a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at the latest address for such person appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

(b) Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least two but not more than 30 days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding subsection.

(c) No notice of any Owners' meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice. The presence of Owners holding a majority of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners' meeting. In the event a quorum is not present at

no later than thirty (30) days, after the time set for the original meeting. Notice of such rescheduled meeting shall be delivered in the manner required pursuant to Section 16(a) hereof at least 48 hours prior to such rescheduled meeting. The presence of Owners holding at least 25% of all the undivided ownership interest in the Project shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of this subsection, however, in any case in which the Act or this Declaration requires the affirmative vote of at least a specified percentage of the Project's undivided ownership interest for authorization or approval of a matter, the presence of Owners entitled to cast such percentage shall be necessary to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.

17. Voting -- Multiple Ownership of Unit. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest that is then appurtenant thereto. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote of such Owners involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

18. Lists of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up-to-date records showing: (i) the name of each person or entity who is an Owner, the address of such person or entity, and the Unit that is owned by such person or entity; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit that is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Unit that is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Weber County, Utah. The Committee may for all purposes act and rely on the information concerning Owners and Unit ownership that is thus acquired by it or, at its option, the Committee may act and rely on current ownership information respecting any Unit or Units that is obtained from the office of the County Recorder of Weber County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person or entity unless the Committee is otherwise advised.

19. Limitation on Improvements by Association. Neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities, other than such repairs,

replacements, or similar matters as may be necessary to maintain properly the Common Areas as originally created or constructed by Declarant.

20. Capital Improvements. Additions or capital improvements to the Project which cost no more than Five Thousand Dollars (\$5,000) may be authorized by the Management Committee alone. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed or accomplished, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition or capital improvement that would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven percent (67%) of the Project's undivided ownership interest. All provisions of this Section 20 are subject to the limitations imposed by the foregoing Section 19.

21. Operation and Maintenance. The Management Committee shall, as a portion of the Common Expenses, pay for, or provide for the payment of, (a) all utility services furnished to the Project which are not separately metered and billed to individual Units by the Utility or other party furnishing such service, (b) maintenance of any parking lots or structures which the Association may be obligated to maintain pursuant to a written instrument with a third party, and (c) maintenance of any landscaping or related improvements located adjacent to the Project which the Association may be obligated to maintain pursuant to a written instrument with a third party. Except as otherwise provided in the balance of this Section 21 or in Section 9 of this Article III, the Committee shall provide for such maintenance and operation of the Common Areas and Facilities and Limited Common Areas and Facilities as may be reasonably necessary to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair.

22. Payment of Expenses.

(a) Before November of each year the Committee shall prepare a budget that sets forth an itemization of the Common Expenses which are anticipated for the 12-month period commencing with the following January. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund the reserve required under Section 22(b) of this Article III. The total of such expenses shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest (subject, however, to the provision that appears at the end of this subsection). Prior to the tenth (10th) day of each month during the fiscal year covered by the budget, each Unit Owner shall pay to the Committee as its share of the Common Expenses one-twelfth of the amount so apportioned to its Unit. If the aggregate of monthly payments attributable to all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change

in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Units shall commence when Declarant conveys the first Unit to a purchaser and may be altered by the Committee thereafter so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Unit during a 12-month period be determined on the basis of its appurtenant undivided ownership interest.

(b) The Committee shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the Common Areas and Facilities and those Limited Common Areas and Facilities which the Committee is obligated to maintain and to cover any deductible amounts under the insurance policies required to be maintained by Section 25 of this Article III. As provided in Section 22(a), such fund shall be maintained out of regular monthly payments of Common Expenses. Such fund shall be maintained in a reasonably liquid, interest-bearing investment or account as determined by the Committee.

(c) The Committee also shall establish a working capital fund for the initial months of the Project's operation equal to at least two months' estimated Common Expenses. Each Condominium Unit's share of the working capital fund shall be collected and transferred to the Committee at the time of closing of the sale of such Condominium Unit. The working capital fund shall be maintained in a segregated account for the use and benefit of the Association. Notwithstanding the foregoing, the contribution to the working capital fund for each unsold Condominium Unit contained in the Project shall be paid to the Committee within 60 days after the date of the conveyance of the first Condominium Unit. With respect to each Condominium Unit for which the Declarant pays the contribution to the working capital fund, the Declarant shall be reimbursed for such contribution by the purchaser of such Unit at the time of the closing of the sale to such purchaser. The purpose of the working capital fund is to insure that the Committee will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Committee. Amounts paid into the fund are not to be considered as advance payments of regular monthly payments of Common Expenses.

23. Remedies for Nonpayment. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expenses assessments and any expense incurred by the Committee pursuant to Section 9 hereof, may be enforced against any Owner of the Unit concerned or against the Unit itself; provided, however, that the personal obligation of an Owner to pay its share of the Common Expenses, or any expense incurred by the Committee pursuant to Section 9 hereof, shall not pass to successors in title unless assumed by them. Should any Unit Owner fail to pay when due its share of the Common Expenses, or any expense incurred by the

Committee pursuant to Section 9 hereof, the delinquent payment shall bear interest at the rate of ten percent (10%) per annum and the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. If any Unit Owner fails or refuses to make any payment of Common Expenses, or any expense incurred by the Committee pursuant to Section 9 hereof, when due, the amount thereof shall be, constitute, and remain a charge and continuing lien upon the Unit and shall be the personal obligation of each person or entity who is an Owner of such Unit at the time the Common Expense assessment falls due or such expense was incurred. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and reasonable attorneys' fees. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned. Notwithstanding anything in this Declaration to the contrary, no deficiency judgment may be entered against the Municipal Building Authority of Ogden City or Ogden City for the payment of Common Expenses assessments or otherwise hereunder except as otherwise allowed by law; provided, however, that the lien provided for herein shall be enforceable against any ownership interest such entities have in or to any Condominium Unit.

24. Management Committee Liability. No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgment, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify, defend, and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owners, unless such contract was made in bad faith or contrary to material provisions of the Act or this Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth in the foregoing portion of this Section 24 shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

25. Hazard Insurance. The Management Committee shall at all times maintain in force, and pay the premiums for, hazard insurance meeting the following requirements:

(a) A "master" or "blanket" type policy of casualty and property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas and Facilities; Units; fixtures, building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities or owned by the Management Committee or the Owners Association; and fixtures, equipment, or other property comprising a part of or located within any Unit and which are of a class typically encumbered by

Mortgages held by institutional Mortgage investors; but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. At a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to condominium projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The maximum deductible amount for such policy shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount.

(b) If any part of the Project is or comes to be situated in an area identified by the Federal Emergency Management Agency as having special flood hazards, a "master" or "blanket" policy of flood insurance shall be maintained covering the Building, any machinery and equipment that are not part of the Building but which are owned by the Association or Management Committee and any other common areas within the Project (collectively, "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under the National Flood Insurance Program ("NFIP") for the Building and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) one hundred percent (100%) of the current replacement cost of the Building and Insurable Property. Such policy shall be in a form that meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars (\$5,000) or one percent (1%) of the policy face amount.

(c) The name of the insured under each policy required to be maintained by the foregoing subsections (a) and (b) shall be set forth therein substantially as follows: "Association of Unit Owners of the Ogden City Centre Condominium Project for the use and benefit of the individual Owners." Said Owners shall be designated by name, if required. Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as defined in Section 28 of this Article III) with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee, for the use and benefit of the individual Unit

Owners. Loss payable shall be in favor of the Owners Association (or Insurance Trustee), as a trustee for each Unit Owner and each such Owner's Mortgagee. Each Unit Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy in the percentage of such Owner's undivided ownership interest in the common Areas and Facilities. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request.

(d) Each policy required to be maintained by the foregoing subsections (a) and (b) shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional Mortgage investors in the area in which the Project is located; and shall include a provision that such policies or certificates of insurance shall not be cancelled or materially changed, by any party, without at least thirty (30) days prior written notice to the Association and to each Mortgagee that is listed as a scheduled holder of a Mortgage in such Policy.

(e) Each policy required to be maintained by the foregoing subsections (a) and (b) shall provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance shall not be prejudiced by any act or neglect of individual Unit Owners that is not in the control of such Unit Owners collectively; and that the policy shall be primary in the event the Unit Owner has other insurance covering the same loss. (The requirements stated in this subsection (e) are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent).

(f) Each policy required to be maintained by the foregoing subsection (a) shall also contain or provide the following: (1) "Agreed Amount and Inflation Guard Endorsement," if available; (2) "Construction Code Endorsements" (such as a "Demolition Cost Endorsement," a "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement"), if the Project is subject to a construction code provision which would become operative upon Partial or Substantial Destruction and require changes to undamaged portions of the Building, thereby imposing significant costs in the event of such Destruction of the Project by an insured peril; and (3) "Steam Boiler and Machinery Coverage Endorsement" which shall provide that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the Building containing the boiler or machinery.

26. Fidelity Bonds. The Management Committee shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Committee and the Association and for all other persons handling or responsible for funds of or administered by the Committee or the Association.

Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, the management agent shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Management Committee, for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of Project-related funds, including reserve funds, in the custody of the Committee, the Association, or the management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than the greater of: (i) a sum equal to three months' aggregate assessments on all Condominium Units plus reserve funds; or (ii) a sum equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Committee and the Owners Association as obligees; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions; (3) the premiums on all bonds required herein for the Committee and the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Committee or Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Committee and the Association, and to any Insurance Trustee.

27. Liability Insurance. The Management Committee shall maintain in force, and pay the premium for, a policy providing commercial general liability insurance coverage covering all of the Common Areas and Facilities, public roads in the Project, if any, all other areas of the Project that are under the Committee's supervision, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for condominium projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contracts of the Committee or the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location, and use, including but not limited to, host liquor liability, contractual and all-written contract insurance,

employers liability insurance, worker's compensation insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Unit Owner's claim because of negligent acts of the Association or Management Committee or any other Unit Owner. Such policy shall provide that it may not be cancelled or materially changed, by any party, without at least thirty (30) days' prior written notice to the Association and to each Mortgagee that is listed as a scheduled holder of a Mortgage in such policy.

28. Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, and notwithstanding Section 33 of this Article III, there may be named as an insured on behalf of the Committee and the Association, the Association's authorized representative, including any trustee with whom the Committee and the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner hereby appoints the Committee, or any Insurance Trustee or substitute Insurance Trustee designated by the Committee, as its attorney-in-fact for the purpose of purchasing and maintaining such insurance, including without limitation: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Committee, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Unit Owners and their Mortgagees, as their interests may appear.

Each insurance policy maintained pursuant to the foregoing Sections 25, 26 and 27 of this Article III shall be written by an insurance carrier that is licensed to transact business in the State of Utah and that has a financial rating by Best's Key Rating Guide of Class A or better, or which is written by Lloyd's of London even though it has no Best's rating. Coverage under a FAIR plan is permissible if that is the only coverage which can be obtained at reasonable cost. No such policy shall be maintained where (i) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a borrower, a Mortgagee, the Management Committee, or the Association of Unit Owners; (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 the party entitled (including, without limitation, the Committee, the Association, or a Unit Owner) from collecting insurance proceeds. The provisions of this Section 28 and of the foregoing Sections 25, 26, and 27 shall not be construed to limit the power or authority of the Management Committee or Association of Unit Owners to obtain and maintain insurance coverage, in

addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

29. Destruction, Condemnation, and Obsolescence. The provisions of this Section 29 and of the following Sections 30 through 33 shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in such Sections each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(c) Obsolescence. "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair that does not constitute Substantial Obsolescence.

(d) Restoration. "Restoration" shall mean restoration of the Project, to the extent reasonably possible, in accordance with this Declaration, the Survey Map, and the original plans and specification for the Project and to a condition the same or substantially the same as the condition in which the Project existed prior to the damage or destruction concerned; and to the extent not so possible, "Restoration" shall mean restoration of the Project to an attractive, sound, and desirable condition. Any "Restoration" not in accordance with this Declaration, the Survey Map, and the original plans and specifications for the Project shall require the consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees.

(e) Restored Value. "Restored Value" shall mean the value of the Project after Restoration.

(f) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration as determined by the Committee in its sole discretion.

(g) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds held by the Management Committee and Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Condominium unit for the condemnation or taking of the Unit in which it is interested.

30. Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

31. Restoration of Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is

undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas. In the event that all or any portion of one or more Units is not the subject of Restoration (even through the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest of such Unit or Units in the Common Areas and Facilities shall be immediately reallocated to the remaining Units in accordance with the method set forth in Section 4 of this Article III.

32. Sale of Project. Unless Restoration is accomplished in accordance with the foregoing Section 31, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

33. Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Condominium Unit therein wherever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

34. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this Section 34:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) Any change in ownership of a Condominium Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

(c) Unless the consent of all Owners having an interest in the same Unit is secured, the consent of none of such Owners shall be effective.

35. Mortgagee Protection. The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date such assessments or charges become due.

The lien or claim against a Condominium Unit for such unpaid assessments or charges shall not be affected by any sale or transfer of such Condominium Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish a subordinate lien for such assessments or charges which became payable prior to such sale or transfer. Nevertheless, any such unpaid assessments or charges which are extinguished in accordance with the foregoing sentence may be reallocated and assessed to all Condominium Units as Common Expenses. Any such sale or transfer pursuant to a foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit from the lien of, any assessments or charges becoming due thereafter.

The Committee or the Association shall make available to Unit Owners, to lenders, and to holders, insurers, and guarantors of any Mortgage current copies of this Declaration, the Survey Map, any Association bylaws and other rules concerning the Project, and the books, records, and financial statements of the Committee and the Association. The term "available", as used in this Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the Unit encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder, insurer, or guarantor shall be deemed thereafter to be an Eligible Mortgagee or Eligible Insurer or Guarantor (as the case may be), shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(a) Any condemnation loss or any casualty loss that affects a material portion of the Project or any Condominium Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Mortgagee or such Eligible Insurer or Guarantor.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium Unit subject to a Mortgage held, insured or guaranteed by such Eligible Mortgagee or such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of 60 days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in Sections 29, 31 and 36 of this Article III.

The right of any Unit Owner to sell, transfer, or otherwise convey such Owner's Condominium Unit shall not be subject to any right of first refusal or similar restriction.

36. Amendment. Except as provided in and/or subject to the terms of subsections (a) through (d) below, the vote of holders of at least 67% of the undivided Project's ownership interest shall be required and shall be sufficient to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

(a) No amendment to the Survey Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

(b) The consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least 67% of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees shall be required to any amendment that would terminate the legal status of the Project as a condominium.

(c) The consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least 51% of the undivided ownership interest in the Common Areas and

Facilities which is then subject to Mortgages held by Eligible Mortgagees shall be required to add to or amend any material provision of this Declaration or the Survey Map that establishes, provides for, governs, or regulates any of the following: (i) voting; (ii) assessments, assessment liens, or subordination of assessment liens; (iii) reserves for maintenance, repair, and replacement of the Common Areas and Facilities; (iv) insurance or fidelity bonds; (v) rights to use of the Common Areas and Facilities; (vi) responsibility for maintenance and repair of the several portions of the Project; (vii) expansion or contraction of the Project or the addition, annexation, or withdrawal of property to or from the Project; (viii) the boundaries of any Unit; (ix) the interests in the Common Areas and Facilities or Limited Common Areas; (x) convertibility of Units into Common Areas or of Common Areas into Units; (xi) leasing of Condominium Units; (xii) imposition of any restrictions on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit; (xiii) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; and (xiv) the requirement that the Project be professionally managed rather than self-managed. An addition or amendment shall not be considered material for purposes of this subsection (c) if it is for the purpose of correcting technical errors or for clarification only. Any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Survey Map (or to approve a decision of the Owners and/or the Committee with respect to the nature of Restoration under Section 29(d) hereof or a decision not to undertake Restoration pursuant to Section 31 hereof) is mailed by certified or registered first-class mail, postage prepaid, to the address for such Mortgagee shown on the list maintained by the Association who has not delivered to the Association a negative response within thirty (30) days from the date of such mailing shall be deemed to have approved such request.

(d) No amendment to the Survey Map or to any provision of this Declaration which has the effect of diminishing or impairing any right accorded to the lessee under the University of Phoenix Lease shall be effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by the holder of the lessee's interests under the University of Phoenix Lease.

The consent requirements set forth in the foregoing subsections (b) and (d) of this Section 36 shall not be applicable to amendments to this Declaration and the Survey Map or to termination of the legal status of the Project as a condominium if such amendments or such termination are made or accomplished in accordance with the provisions of Sections 29 through 33 of this Article III in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence.

37. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.

38. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, 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 other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

39. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Condominium Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

40. Enforcement. Subject to the provisions of Section 23 of this Article III, the Declarant, the Management Committee, and any aggrieved Unit Owner shall have a right of action against the Declarant, the Committee, or any Unit Owner for any failure by such person or entity to comply with this Declaration, the Survey Map, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, or determinations contemplated by this Declaration.

41. Agent for Service of Process. Declarant, whose address is 127 South 500 East, Suite 310, Salt Lake City, Utah 84102, is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his or her address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, State of Utah.

42. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

EXECUTED by Declarant as of the 30th day of December, 1992.

"Declarant":

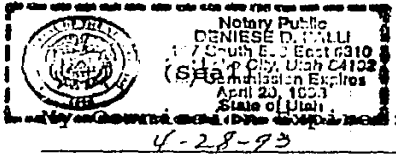
BOYER-WASHINGTON BOULEVARD ASSOCIATES
NO. 2, LTD., a Utah limited
partnership, by its General Partner

THE BOYER COMPANY, a Utah
corporation

By: *H. Roger Boyer*
Title: *Chairman*

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

The foregoing instrument was acknowledged before me this 24
day of December, 1992, by H. Roger Boyer, the President of The
Boyer Company, which is the General Partner of Boyer-Washington
Boulevard Associates No. 2, Ltd., a Utah limited partnership.



Denise D. Balli
NOTARY PUBLIC

Residing at: *Salt Lake County, Utah*

Lessees' Consent:

Ogden City, a Utah municipal corporation, a tenant under a lease with the Declarant, and a future Unit Owner of Units depicted hereon, executes this Declaration and consents to the recordation hereof.

Executed this 30th day of December, 1992.


OGDEN CITY MAYOR

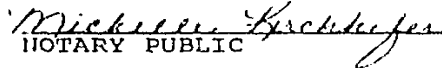
Attest:

Ogden City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF Weber)

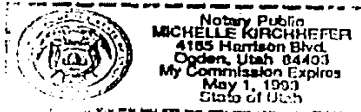
The foregoing instrument was acknowledged before me this 30th day of December, 1992, by Glenn J. Meham, the Mayor of Ogden City, a Utah municipal corporation.

(Seal)


NOTARY PUBLIC

My Commission Expires: 5/1/93

Residing at: _____



OGDEN CITY, a Utah municipal corporation and the city in which the Ogden City Centre Condominium Project is or is to be located, by and through its duly elected Mayor, does hereby give final approval to the said project, to the foregoing Declaration of Condominium, to the Record of Survey Map recorded concurrently with said Declaration, and to the attributes of said Project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act.

DATED this 30th day of December, 1992

OGDEN CITY

By: *Glenn J. Mecham*
MAYOR

ATTEST:

City Recorder

STATE OF UTAH)
): ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 30th day of December, 1992, by Glenn J. Mecham, the Mayor of Ogden City, a Utah municipal corporation.

(Seal)

Michelle Kirchhefen
NOTARY PUBLIC

My Commission Expires: 5/1/93

Residing at: _____

Notary Public
MICHELLE KIRCHHEFEN
4185 Harrison Blvd
Ogden, Utah 84403
My Commission Expires
May 1, 1993
State of Utah

Pacificorp, an Oregon corporation, dba Utah Power & Light Company, a tenant under a lease with the Declarant, and a future Unit Owner of Units depicted hereon, executes this Declaration and consents to the recordation hereof.

Executed this 30th day of DECEMBER, 1992.

PACIFICORP, an Oregon corporation,
dba Utah Power & Light Company

By: Richard D. Westberg JRH
Title: Vice President

STATE OF UTAH)
) ss.
COUNTY OF Weber)

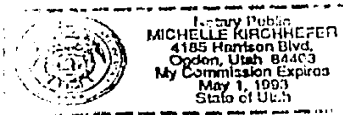
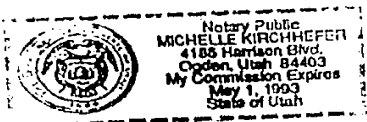
The foregoing instrument was acknowledged before me this 30th day of December, 1992, by Richard D. Westberg, the Vice President of Pacificorp, an Oregon corporation, dba Utah Power & Light Company.

(Seal)

Michelle Kirchhefer
NOTARY PUBLIC

My Commission Expires:
5/1/93

Residing at: _____



University of Phoenix, an Arizona corporation, and a tenant under a lease with the Declarant, and a future Unit Owner of Units depicted hereon, executes this Declaration and consents to the recordation hereof.

Executed this 29th day of December, 1992.

UNIVERSITY OF PHOENIX, an Arizona corporation

BY: [Signature]
Title: VICE PRESIDENT

ARIZONA
STATE OF ~~UTAH~~)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 29th day of December, 1992, by Robert M. McNichols, the Vice President of University of Phoenix, an Arizona corporation.



Charles A. Harden
NOTARY PUBLIC
Residing at: Phoenix, Arizona

My Commission Expires:
MY COMMISSION EXPIRES 2/21/95

Ogden City Redevelopment Agency (formerly the Ogden City Neighborhood Development Agency) and the record owner of the fee simple interests in the Parking Parcel described in Exhibit "A" hereto, and the landlord under the Lease identified in Article II of this Declaration, executes this Declaration and consents to the recordation hereof.

Executed as of the 30th day of December, 1992

OGDEN CITY REDEVELOPMENT AGENCY
(formerly the Ogden City
Neighborhood Development Agency)

By *Glenn J. Mecham*
Glenn J. Mecham
Executive Director

STATE OF UTAH)
 :SS
COUNTY OF WEBER

The foregoing instrument was acknowledged before me this 31st day of December, 1992, by Glenn J. Mecham, who is the Executive Director of the Ogden City Redevelopment Agency (formerly the Ogden City Neighborhood Development Agency).

Deann Wilde
NOTARY PUBLIC
Residing in *Ogden, UT*

My Commission Expires:

March 14, 1994

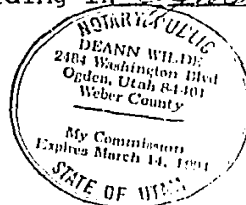


EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM OF THE
OGDEN CITY CENTRE CONDOMINIUM PROJECT

<u>UNIT NO.</u>	<u>SIZE</u>	<u>OWNERSHIP INTEREST IN COMMON AREAS</u>
101	4929 SQ. FT.	7.34%
102	6583 SQ. FT.	9.81%
201	11,750 SQ. FT.	17.50%
301	11,479 SQ. FT.	17.10%
401	11,475 SQ. FT.	17.09%
501	5,992 SQ. FT.	8.93%
502	4,249 SQ. FT.	6.33%
601	10,673 SQ. FT.	15.90%

EXHIBIT "B"

TO

DECLARATION OF CONDOMINIUM OF THE
OGDEN CITY CENTRE CONDOMINIUM PROJECT

The "Tract" which is referred to in and affected by said Declaration is situated in Ogden City, Weber County, State of Utah, and is described as follows:

Building Parcel

PARCEL 1

A part of Lot 5, in Block 26, Plat "A" of Ogden City Survey, Beginning at the Southwest corner of said Lot 5, and running thence North 82.5 feet; thence East 132 feet; thence South 82.5 feet; thence West 132 feet to the place of beginning.

PARCEL 2

Part of Lot 5, Block 26, Plat "A", Ogden City Survey, Weber County, Utah: Beginning at a point 82.5 feet North of the Southwest corner of said Lot, and running thence North 52.5 feet; thence East 132 feet, more or less, to the East line of said Lot 5, thence South 52.5 feet, thence West 132 feet, more or less, to the point of beginning.

The above legal descriptions also may be described in the aggregate as follows:

Beginning at the Southwest Corner of Lot 5, Block 26, Plat "A", Ogden City Survey, Weber County, Utah; and running thence North 0°58'00" East along the West line of said Lot 5, 135.00 feet; thence South 89°02'00" East 132.196 feet to the West line of Canal Alley; thence South 0°58'00" West along said West line 135.00 feet to the South line of Block 26; thence North 89°02'00" West along said South line 132.196 feet to the point of beginning.

Parking Parcel

All of Declarant's right, title, interest and estate in and to that certain Agreement for Lease, Operation and Maintenance of Parking Facility dated August 10, 1989, as amended, affecting the following described real property situated in Ogden City, Weber County, State of Utah:

PARCEL 1

A part of Lots 3, 4, and 8, Block 26, Plat "A", Ogden City Survey: Beginning at a point 0.396 feet North 89°02'00" West along the North line of 25th Street from the Southeast Corner of said Lot 3; running thence North 89°02'00" West 248.198 feet along said North line to the East line of Canal Alley; thence North 0°58'00" East 288.79 feet along said line; thence South 89°02'00" East 69.56 feet; thence North 0°58'00" East 19.50 feet; thence South 89°02'00" East 10.01 feet; thence North 0°58'00" East 23.51 feet; thence South 89°02'00" East 36.73 feet to the West line of said Lot 3; thence North 0°58'00" East 7.25 feet to a point 5.25 feet North of the Southwest Corner of said Lot 8; thence South 89°02'00" East 131.898 feet; thence South 0°58'00" West 339.05 feet to the point of beginning.

PARCEL 2

A part of Lots 2, 3, 8 and 9, Block 26, Plat "A", Ogden City Survey: Beginning at a point 0.396 feet North 89°02'00" West along the North line of 25th Street from the Southeast Corner of said Lot 3; running thence North 0°58'00" East 339.05 feet; thence South 89°02'00" East 14.209 feet; thence South 0°58'00" West 339.05 feet to the North line of 25th Street; thence North 89°02'00" West 14.209 feet along said line to the point of beginning.

PARCEL 3

A part of Lots 2 and 9, Block 26, Plat "A", Ogden City Survey: Beginning at a point 13.813 feet South 89°02'00" East along the North line of 25th Street from the Southwest Corner of said Lot 2; running thence North 0°58'00" East 339.05 feet; thence South 89°02'00" East 14.209 feet; thence South 0°58'00" West 339.05 feet to the North line of said Street; thence North 89°02'00" West 14.209 feet along said line to the point of beginning.

PARCEL 4

A part of Lots 2 and 9, Block 26, Plat "A", Ogden City Survey: Beginning at a point 28.022 feet South 89°02'00" East along the North line of 25th Street from the Southwest Corner of said Lot 2; running thence North 0°58'00" East 339.05 feet; thence South 89°02'00" East 14.209 feet; thence South 0°58'00" West 339.05 feet to the North line of said Street; thence North 89°02'00" West 14.209 feet along said line to the point of beginning.

PARCEL 5

A part of Lots 2 and 9, Block 26, Plat "A", Ogden City Survey: Beginning at a point 42.231 feet South 89°02'00" East along the North line of 25th Street from the Southwest Corner of said Lot 2; running thence North 0°58'00" East 339.05 feet; thence South 89°02'00" East 14.209 feet; thence South 0°58'00" West 339.05 feet to the North line of said Street; thence North 89°02'00" West 14.209 feet said line to the point of beginning.

The above legal descriptions also may be described in the aggregate as follows:

Beginning at a point on the North right-of-way line of 25th Street and the East right-of-way line of Canal Alley, said point being South 89°02'00" East 148.196 feet from the Southwest corner of Lot 5, Block 26, Plat "A", Ogden City Survey and running thence North 0°58'00" East along said East right-of-way line of Canal Alley 288.79 feet; thence South 89°02'00" East 69.56 feet; thence North 0°58'00" East 19.50 feet; thence South 89°02'00" East 10.01 feet; thence North 0°58'00" East 23.51 feet; thence South 89°02'00" East 36.73 feet; thence North 0°58'00" East 7.25 feet; thence South 89°02'00" East 188.53 feet; thence South 0°58'00" West 339.05 feet to the North line of said 25th Street; thence North 89°02'00" West along said North line 304.83 feet to the point of beginning.