

**DECLARATION OF CONDOMINIUM INCLUDING DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BUILDING NO. 1 - WEST JORDAN GATEWAY OFFICE CONDOMINIUM
PHASE 1 - AMENDED,
A Commercial Planned Unit Development**

This is the Declaration of Condominium, including covenants, conditions and restrictions of Building No. 1 - West Jordan Gateway Office Condominium Phase 1 - Amended, A Commercial Planned Unit Development, made and established by West Jordan Gateway, L.L.C. a Utah limited liability company, herein after referred to as "Declarant".

RECITALS

A. The Declarant is the Owner of a Parcel of real property on which a commercial building is located in the West Jordan Gateway Office Park, which real property is further described on Exhibit "A" which is attached and incorporated by this reference ("Property").

B. The purpose of this Declaration is to submit the real property herein described and the improvements constructed thereon to the condominium form of ownership and use as provided for by Title 57, Chapter 8, Utah Code Ann. hereinafter referred to as the Utah Condominium Ownership Act. The Property including the improvements thereon identified herein shall be known as the West Jordan Gateway Office Condominium Phase 1 - Amended, Building No. 1.

C. The building subject to this Declaration contains three (3) Units and this Declaration establishes a plan for individual ownership of each condominium Unit and an undivided interest in the Common Elements. Each Owner of a condominium Unit will have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within such Owner's condominium Unit, subject to the covenants, conditions and restrictions contained in this Declaration. The Common Elements will be owned by the condominium Association that is established pursuant to the terms herein and filed with the State of Utah as a Utah nonprofit corporation. The provisions of this Declaration shall be covenants running with the land and each individual Unit and shall be binding on all Owners, their tenants and guests, their successors in interest, assigns and all subsequent owners of the Units for so long as the real property described herein is subject to the provisions of the Utah Condominium Ownership Act.

NOW, THEREFORE, Declarant hereby declares on behalf of itself, its successors, grantees, and assigns, as well as to any and all persons having, acquiring, or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

11302250
12/23/2011 10:03 AM \$58.00
Book - 9976 Pg - 8704-8727
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CW MANAGEMENT CORP
9067 S 1300 W STE 303
W JORDAN UT 84088
BY: ZJM, DEPUTY - WI 24 P.

ARTICLE I-DEFINED TERMS

1.1 *Association* shall mean and refer to the WJG 9071 Office Condominium Association which shall be a Utah nonprofit corporation. Association shall also refer to any management company engaged by the Association to manage the Condominium and its affairs.

1.2 *Building* means that structure identified on the Plat of the Condominium recorded with the Salt Lake County Recorder, a copy of which is attached hereto as Exhibit "B" ("Plat").

1.3 *Bylaws* mean the Bylaws of WJG 9071 Condominium Owners Association.

1.4 *Condominium* means the Property, all buildings and structures constructed thereon, and all improvements made thereto, and all easements, rights, and appurtenances belonging thereto and the undivided interest in the common area of the West Jordan Gateway Condominium as identified in the Declaration of Condominium of West Jordan Gateway Office Condominium recorded as Entry No. 7338875, Book 8272, Page 8945-8973 with the Salt Lake County Recorder, as amended.

1.5 *Limited Common Elements* means all portions of the Condominium contiguous to and serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance to the Unit, the enjoyment, benefit or use of which is reserved to the lawful occupants of the Unit or Units either in this Declaration, on the plat or by the Board of Directors. The Limited Common Elements shall include, but shall not be limited to pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only that Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, windows, entryways, stairways and all associated fixtures and structures, as lie outside the Unit boundaries.

1.6 *Occupant* means a person or persons in possession of a Unit, regardless of whether that person is a Unit Owner.

1.7 *Owner* means the person or persons individually or collectively, with aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant to the Unit. Unless specifically provided otherwise in this Declaration, the Declarant shall be deemed a Unit Owner so long as it is the legal titleholder of any Unit.

1.8 *Unit* means the airspace encompassed by the undecorated interior surface of the perimeter walls, floors and ceilings which is owned in fee simple by each Owner of a Unit and which is more specifically described in Article 2 of this Declaration.

ARTICLE II-UNIT DESCRIPTION

2.1 Boundaries of Units. Each Unit shall be bounded by the interior surfaces of its perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, which perimeter is set forth in Plat of the Condominium recorded with the Salt Lake County Recorder, a copy of which is attached hereto as Exhibit "B". The Units shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of its finished surfaces and the exterior surfaces so described, except those portions of the walls, floors, or ceilings that materially contribute to the structural or shear capacity of the Building. All other portions of the exterior walls, floors, or ceilings shall be a part of the common elements. In addition, each Unit shall include the following:

2.1.1 All spaces, nonbearing interior partitions, stairs, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit; and

2.1.2 All outlets of utility service lines, including, but not limited to, power, light, gas, hot and cold water, heating, refrigeration, air-conditioning, and waste disposal within the boundaries of the Unit, but shall not include any part of such lines or ducts themselves. In interpreting deeds, mortgages, deeds of trust, and other instruments, for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans hereof shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movement of the building and regardless of variances between boundaries as shown on the Plat being recorded simultaneously with this Declaration (the "Plat") and those of the actual building or buildings.

2.2 Building Description. The Property has one (1) building thereon in which three (3) Units are located. The Building address is 9071 South 1300 West, West Jordan, Utah 84088. The Building has three (3) stories with a parapet. The Condominium has a total of three (3) Units. The Building structure consists of unreinforced steel and concrete building with glass and brick facade. The vertical and horizontal boundaries, number designation, location, and dimension of each Unit are shown on the Plat attached as Exhibit B. Each Unit has been allocated on undivided interest in the Common Elements, based on the floor space of each Unit. The numerical designation, address, approximate square footage area, and percentage of Ownership in common elements of each Unit are set forth on the Plat attached as Exhibit B.

2.3 Special Declarant Rights. The Declarant reserves the following special rights, notwithstanding anything in this Declaration to the contrary.

2.3.1 Declarant reserves the right but not the duty to unilaterally amend the Plat and the Declaration to vary the size, shape, physical layout, or location of any unsold Unit or Units owned by Declarant.

2.3.2 Declarant reserves the right to unilaterally amend the Plat and Declaration to subdivide a Unit into two or more Units so long as Declarant is the Owner of the Unit being subdivided. If Declarant divides a Unit, such amendment may designate portions of the resulting new Units as Limited Common Elements assigned to the respective new Unit(s). The number, size and

configuration of additional Units that Declarant may create from subdivision of a Unit are not limited. The cost of maintaining and repairing any Limited Common Elements created by Declarant in conjunction with subdividing a Unit shall be borne exclusively by the Unit owners of the Unit that was so subdivided and not by the Association. Common Expense Assessments allocated to a Unit before its subdivision into two or more Units shall be borne solely by the Unit Owners of the new Units resulting from the subdivision. All area of a Unit being subdivided must contain as part of the new Units all of the Limited Common Elements that were associated with the original Unit and designate which portions are appurtenant to the new Units.

2.3.3 Declarant reserves the right to unilaterally amend the Plat and Declaration to combine Units located in a Building into a single Unit or into Units that differ from the configuration of the combined Units, so long as Declarant, or any assignee of the Declarant's rights, is the Owner of all combined Units. No assurance is given as to the number of Units or configuration Declarant may elect to create from a combination of Units.

2.3.4 If Declarant converts a Unit into two or more Units or combines Units into a single Unit or reconfigures a Unit, it shall record a Declaration Amendment with all appropriate governmental agencies, and pay for the cost of its preparation, recordation, and distribution to all Unit Owners. Declarant shall have the right and duty to correspondingly adjust the percentages of ownership of the Common Elements of Declarant's remaining unsold Units, provided the total of the percentage of ownership equals 100 percent. Percentages of ownership of Units sold by the Declarant may not be changed. If a Declaration Amendment divides Units, combines Units, or reconfigures Units, the Units resulting shall be fully assessable on the date the Declaration amendment is recorded.

ARTICLE III- COMMON ELEMENTS

3.1 Definition. The Common Elements consist of all portions of the Condominium that are not part of a Unit or Limited Common Elements, including, without limitation, the following:

3.1.1 The land, which includes land which is subject to common use pursuant to the Declaration of West Jordan Gateway Office Condominium, a Commercial Condominium Development, as amended;

3.1.2 The foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, halls, corridors, lobbies, stairs, hallways, fire escapes, entrances, and exits of the Building;

3.1.3 The yards, gardens, recreational facilities, parking areas, if any, and outside storage spaces;

3.1.4 Installations of central services, such as power, light, gas, hot and cold water, heating, waste disposal, and incinerators, up to the outlets within any Units;

3.1.5 The elevator, tanks, pumps, heat pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use, but not including any hot water heater or furnace (or related lines and ducts providing service to the Unit) serving only one Unit; and

3.1.6 The parapet;

3.1.7 All other elements of the Building that are necessary or convenient to its existence, maintenance and safety or that are normally in common use.

ARTICLE IV-WJG 9071 OFFICE CONDOMINIUM ASSOCIATION

4.1 *Authority.* The business affairs of the Condominium shall be managed by the Association, acting through its Board of Directors. The Association shall be governed by the Declaration and its Bylaws, as amended from time to time.

4.2 *Powers.*

4.2.1 The Association shall have all the powers, authority and duties permitted pursuant to the Utah Condominium Association Act necessary and proper to manage the business and affairs of the Condominium. The Association shall have the power to provide for the maintenance, repair, replacement, administration, insuring and operation of the Condominium as herein provided for. Without limiting the generality of the foregoing, the Association may enter into contracts with a management company for the professional management of the Condominium and the Common Elements for the Building as the Association deems reasonably necessary or appropriate in order to maintain the Condominium. The Association shall have the right to grant utility and other easements that the Board shall deem appropriate for the use, operation and maintenance of the Condominium.

4.2.1.1 The Association may only borrow money or mortgage, pledge, grant a deed in trust, guaranty a debt or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred with an affirmative vote of the Unit Owners holding seventy-five percent (75%) or more of the voting rights as set forth in this Declaration. The percentage voting requirement set forth in this section may not be changed by amendment of the Declaration.

4.2.2 *Rules of Occupancy.* The Association acting through its Board may adopt rules governing the use and occupancy of the Units, the Common Elements and the Limited Common Elements.

4.3 *Membership in the Association.* Each Owner, including the Declarant, shall be a member in the Association so long as it shall be an Owner and such membership shall automatically terminate when such ownership ceases. Upon any transfer of ownership of the Unit, including a transfer achieved by foreclosure of a lien upon a Unit, the new Owner thereof shall, concurrently with such transfer, become a member in the Association. If there are one or more Owners of a Unit, then such Owners shall designate one of their numbers, in writing to the Association, as the Owner upon whom the Association may rely as to all matters involved in Condominium, including voting.

4.4 *Voting.* The Owner or co-Owners of each Unit shall be entitled to one vote for each ten (10) square feet of area contained in their Unit, rounded down to the nearest whole square foot. The

initial votes per Unit are identified on Exhibit "C" attached hereto, as may be amended. "Majority" or "Majority of Unit Owners" shall mean more than 50% of the total votes listed on Exhibit "C", as may be amended.

4.5 *Association's Power to Assess.* The Association, through its Board of Directors, shall have the authority to assess and levy such charges and assessments, as provided in this Declaration and these covenants, to the Owners for the cost of governing, management, administration, operating and maintaining the Common Elements, common easements, common services and other common expenses and amenities as are reasonably necessary to carry out its responsibilities and duties, including expenses for administering and enforcement of the covenants and conditions contained herein, including prosecuting and defending claims and lawsuits and the costs and fees of hiring professional assistants, such as architects, engineers, accountants and attorneys, and assessments and charges assessed by the West Jordan Gateway Office Park Association, Inc. to the Condominium ("Common Expenses"). The Assessments shall be controlled by Article V herein.

ARTICLE V-ASSESSMENTS

5.1 *Assessments for Common Expenses.*

5.1.1 All Owners shall be obligated to pay the Assessments imposed by the Association to meet the Common Expenses and reserve requirements set by the Association ("Assessments").

5.1.2 The obligation to pay Assessments is part of the purchase price of each Unit when sold to an Owner. The Association has a lien to secure payment of Assessments and other monies owed by an Owner to the Association.

5.1.3 Assessments for the Common Expenses shall be due monthly in advance on or before the first day of each calendar month or at such other time as may be established by the Board. If an Owner fails to pay the Assessment applicable to its Unit by the 10th day after such Assessment is due ("delinquency date"), the Association shall have the right to impose and assess a late charge in such amount as may be reasonably established by the Association, including interest at 18% per annum.

5.1.4 Assessments will be based upon the gross square footage of a Unit as a percentage of the total square footage of the Building.

5.2 The Assessments levied by the Association shall be used exclusively for the improvement, maintenance, operation, administration, and preservation of the Condominium, and as may be necessary to pay assessments from the West Jordan Gateway Office Park Association, Inc.

5.3 The Assessments to be paid by all of the Owners shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expenses that will be taken into account in making this determination include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, common area electricity, repairs and renovation, garbage collections

wages, water charges, legal and accounting fees, insurance, management costs and fees, expenses and liabilities incurred by the Association or managing agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of facilities, payment of any deficit remaining from a previous period or creation of reserve funds. The omission or failure of the Board to fix the Assessment for any period shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Assessments, which may be assessed retroactively due to such failure.

5.4 Each Owner shall pay for its own utilities that are separately metered and billed to each Unit by the respective utility company. In the event that it is not practical for each Unit to be individually metered by utility companies then it is the intention that each Unit will be separately metered for utility usage by the Association. When such a metering occurs, the Association may elect to charge each individual Unit for the utility usage by that Unit on a cost basis as established by the Board. The utility charges by the Association shall be payable by the Unit Owners and be considered a specific assessment to the Unit and the Unit Owner. Utilities that are not separately metered shall be part of the Common Expenses and each Owner shall pay its pro rata share thereto as in the case of other Common Expenses. All telephone, internet, and cable service are to be billed directly to Unit Owners by such companies. Water, wastewater, and trash collection utilities are billed to the Association and are a Common Expense.

5.5 *Owner Obligations for Assessments and Mid-Year Alterations of Assessments.*

5.5.1 All Owners shall be personally obligated to pay the Assessments imposed with respect to its Unit by the Association to meet the Common Expenses. The Assessments shall be imposed based upon each Owner's percentage interest in the Common Elements as reflected in Exhibit "C", and as it may be amended.

5.5.2 If the Association determines at any time during the calendar year that an increase or decrease in the amount of the Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may revise the amount of the Assessment for the remainder of such year. The new Assessment shall remain in effect until a new amount is established.

5.6 In addition to the regular Assessments authorized by this Declaration, the Association may levy in any calendar year a Special Assessment or Assessments for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction or unexpected major repair or replacement of a capital improvement constituting or to constitute part of the Common Elements or for significant revenue shortfalls due to unanticipated operational expenses. Such Special Assessment shall be imposed upon the Owners in proportion to the respective Ownership interest in the Common Elements as set out in Exhibit "C", and as may be amended. Each Owner's share of any such Special Assessment shall be due and payable as provided in the resolution approving the Special Assessment.

5.7 The Board shall fix the amount of the Assessments applicable to the Units at least 30 days prior to January 1st of each year or the first month of the fiscal year of the Association.

5.8 No Owner may exempt himself from liability for its share of Common Expenses by waiving the use or enjoyment of any of the Common Elements or by abandonment of its Unit.

5.9 *Association Lien for Monies owed to the Association.*

5.9.1 The Association shall have a lien on an Owner's Unit to secure all monies owed to the Association by the Owner. The lien for nonpayment of Assessments shall be governed and controlled by Title 58, Chapter 8, Utah Code Ann. as it may be amended from time to time.

5.10 Real estate taxes shall be separately taxed to each Unit Owner for its Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that taxes for any year are not separately taxed to each Unit Owner, but rather are taxed to the Condominium as a whole, then each Unit Owner shall pay its proportionate share of the taxes in accordance with its respective percentage of ownership interest in the Common Elements, and, in that event, such taxes shall be a common expense.

ARTICLE VI-USE OF PROPERTY

6.1 *General.* Each Unit shall be used for non-industrial commercial office purposes only. The Common Elements shall be used for furnishing of services and facilities to the Units. Every Unit shall have an easement to enjoy and use the Common Elements in the manner for which they were intended.

6.2 *Use and Occupancy Restrictions.*

6.2.1 *Common Elements.* The Common Elements are intended for use for the purposes of affording movement within the Condominium; providing access to the Units; providing for the beautification of the Condominium; and providing privacy for the occupants thereof through appropriate means. No Common Element shall be obstructed or damaged so as to interfere with its intended use, maintenance, or operation. No Common Element shall be used for general storage purposes except for storage of Association property.

6.2.2 *Nuisance and Safety.* No activity may be conducted on the Property that in the reasonable judgment of the Board of Directors might be considered as annoying to persons of ordinary sensibilities or reducing the desirability of the Condominium for office or business use. If any noxious or offensive odors from any use in any Unit permeate into any Common Element or other Unit, the Unit Owner shall take prompt action upon notice from the Association to stop the escape of such odors. No exterior loudspeakers or flashing lights that are visible from Common Elements or from the Building exterior are allowed. No person may do anything that will increase insurance rates for the Condominium without the prior written consent of the Board or that may cause the Property to be uninsurable or cause any policy to be cancelled, suspended, or materially modified.

6.2.3 *Noise.* Unit Owners and occupants shall refrain from playing or using electrical or mechanical devices so that they may be heard outside their Unit. Owners, tenants, occupants, and visitors, including children, shall exercise reasonable care to avoid making or permitting loud, disturbing, or objectionable noises in such a manner as may disturb or tend to disturb

Owners or occupants of other Units. It is understood that noise relating to construction, build-out or repairs to Units may create more noise than is normal. Such noise shall be acceptable unless the Board of Directors in its reasonable judgment believes the noise to be excessive.

6.2.4 Signs. "For rent" signs, "For Lease" signs, "For Sale" signs and all other signs are prohibited and may not be exhibited anywhere on the Property without the approval of the Association.

6.2.5 Window Coverings. All exterior windows, if covered, shall be covered by white, ivory, beige, or tan blinds, slats, or drapes. Otherwise, no material objectionable in the reasonable judgment of the Association shall be placed in any exterior window.

6.2.6 Vehicle Repair. No vehicle may be worked on in the parking areas designated on the Plat except in an emergency when a vehicle is inoperable. Vehicles that have expired license plates, expired inspection stickers, flat tires or that are obviously inoperable due to missing parts are prohibited and shall be removed from the Property at the vehicle owner's expense.

6.2.7 Parking. Parking of vehicles, motorcycles, and bicycles is prohibited except in parking spaces or areas (if any) designated on the Plat. Trailers are prohibited except trailers used temporarily in connection with construction. No Unit Owner or occupant may park, store, operate, or keep on the Property any vehicle over 18 feet long. Washing of vehicles is not allowed anywhere on the Property. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles, parking spaces of others, dumpsters, access to electrical meters, building entries or exits, or police, fire, or emergency medical service vehicles. Vehicles parked within the Property in violation of Association Rules may be removed and stored without permission of the vehicle's owner or operator. A Unit Owner is liable for all costs of towing illegally parked vehicles of the Unit Owner, its family, guests, employees or tenants.

6.2.8 Trash. Garbage or trash may not be stored or thrown outside the disposal areas provided for such purposes. Dumpsters provided by the Association must be used for disposal of garbage and trash.

6.2.9 Pest Control. The Association does not have responsibilities for pest control inside the Units. However, the Association shall have the right to enter and exterminate pests in any Unit, at the Owner's expense, if the Owner's failure to control pests inside the Unit is adversely affecting other Units.

6.2.10 Care During Remodeling or Repairs. An Owner who is having a Unit worked on, repaired, or remodeled shall take reasonable and necessary precautions to prevent damage to Common Elements by construction companies, workers, suppliers, or service companies working on or delivering materials to or removing materials from the work site in the Owner's Unit. Such Owner shall be liable to the Association for any damages to the Common Elements and for such costs of cleaning up or repairing Common Elements destroyed or damaged by such construction companies, workers, suppliers, or service companies. The Association shall have the right to repair such damage, in which event the cost of repair shall be owed to the Association

by the Unit Owner who caused the damage or whose construction company, workers, suppliers, or service company caused the damage.

6.2.11 No Temporary Structures. No structure of a temporary character is permitted on the Property, except with the prior written consent of the Association.

6.2.12 Persons Who May Use Common Elements. Common Elements may only be used by Unit Owners, their tenants, invitees and visitors.

6.2.13 Leasing. Leasing of Units is only allowed if: (i) all leases are in writing and are subject to the provisions of this Declaration and the Rules, (ii) a copy of the then current Association Rules are provided by the Owner to the Owner's tenant at the beginning of the lease term and during the lease term if the Rules are amended, and (iii) the tenant's name and contact information is provided to the Association, with a copy of the Lease.

6.2.14 Animals. Except for support animals for persons with a handicap as defined under the Americans with Disabilities Act, animals are prohibited in the Building.

6.2.15 Restrictive Covenants, Easements, Leases and Encumbrances. The use restrictions and requirements contained in the restrictive covenants, utility easements and other applicable documents identified throughout this Declaration shall be considered part of this Declaration.

6.2.16 Rules. All persons shall comply with the Association's Rules.

6.3 *Mechanic's and Materialman's Liens.* No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, its agent, contractor, or subcontractor, shall be the basis for filing of a lien against the interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of the other Owners or the Common Elements, from and against all liability arising from the claim of any lien against the Unit of the other Owners or against their interest in the Common Elements for construction performed or for labor, materials, services, or other products incorporated in such Owner's Unit.

6.4 *Owner's Maintenance.* An Owner shall maintain and keep in repair the Owner's Unit and the Limited Common Area associated with the Unit. All fixtures and equipment serving the Unit, but excluding the fire sprinkler system in the Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall maintain and keep in good repair (and replace, if so required) any security system in the Unit, the ductwork, and wiring in the Unit, and Limited Common Elements associated with the Unit, as well as other fixtures appurtenant to such Unit that are situated within or installed in Common Elements. When exercising its right and responsibility of repair, maintenance, replacement, or remodeling, an Owner may not alter the exterior appearance of the Owner's Unit without obtaining the prior approval of the Association. Such Owner shall be liable to the Association for any damages to the Common Elements and for such costs of cleaning up or repairing Common Elements destroyed or damaged by such maintenance. The Association shall have the right to repair such damage, in which event the cost of repair shall be owed to the Association by the Unit Owner who caused the damage or whose

construction company, workers, suppliers, or service company caused the damage. If an Owner fails to maintain its Unit to such a degree that it negatively affects the Condominium, the Association shall have the right to enter the Unit as may be necessary to perform such maintenance and repair as would be considered the Unit Owner's normal responsibility. In such event the cost of such maintenance shall be owed to the Association by the Unit Owner. All such costs owed to the Association under this section shall be assessed specifically to the Unit and Unit Owner.

6.4.1 An Owner shall be obligated to pay for (i) replacement of any broken or cracked windows, doors, or glass forming a boundary of the Owner's Unit and (ii) the repair of any window leaks of windows in the Owner's Unit. Window leaks must be timely reported to the Association and repaired because of the potential effect on other Units. The Association shall control the type, quality, and color of replacement glass visible from the Building's exterior, as well as the exterior finish and color of any interior doors and walls visible from a Common Element. The Board shall determine the glass companies, materials, and sealing techniques to be used for glass replacement or window leak repair. An Owner may not repair or replace exterior windows in the Owner's Unit, which right and duty is reserved for the Association only.

6.4.2 Owners and Occupants shall immediately report to the Association any visible wall, ceiling, window or door leaks or moisture and any other water infiltration or significant pipe breaks, water spills or overflows because quick action may be needed by the Owners or the Association (whoever has the responsibility under this Declaration) to prevent mold and structural damage to Common Elements and Units.

6.5 *Approval for Construction, Alteration or Modification.* No Owner shall construct, alter, modify, add to, or otherwise perform any work whatever in a Unit or upon any of the Common Elements, without the prior written approval of the plans for such work by the Association. The Association's approval of such Owner submitted plans shall not be unreasonably withheld. The Association shall not withhold its approval for any repair, reconstruction, or minor alteration of an improvement existing at the time this Declaration is recorded unless there are material changes in circumstances or unless the Association reasonably concludes that the repair, reconstruction or alteration would adversely affect the appearance of any existing doors or walls in the "Access Areas" for each floor as shown Plat or adversely affect the structural integrity of the Common Elements.

Any proposed construction, alteration, or modification shall be in harmony with the Building, shall not be considered until submission of the complete plans and specifications showing the nature, kind, shape, size, materials, color, location, and any other information requested by the Board for all proposed work. At any time, the Board may require Unit hallways and entry doors from hallways to which the public has access to have uniform coloring and finishes and uniform door hardware and signage number signage, throughout the same floor. Owners are advised that quality and consistent appearance of doors, door hardware, hallways, and signage is important to retain property values and desirability of the building by tenants and future purchasers of Units.

6.5.1 The Association shall have the obligation to answer in writing within 15 days after receipt of notice of the proposed construction, alteration, or modification. Failure to so answer in writing within the stipulated time shall be deemed approval of the proposed construction,

alteration, or modification. The Association shall have the sole right to approve or reject any plans and specifications submitted by a Unit Owner for approval, and such approval may not be unreasonably withheld.

6.5.2 An Owner shall do no act or work that will impair the structural soundness or integrity of the Units, Building, or Common Elements or impair any easement or appurtenance.

6.6 *Liability for Negligent Acts.* If the need for maintenance or repair to any portion of the Property is caused through the willful or negligent act of an Owner, its tenants, employees, or invitees and is not covered or paid for by insurance either on such Owner's Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the assessment to such Unit.

6.7 *Subject to Declaration, Bylaws, and Rules.* The Owners of each Unit and the Association shall comply strictly with the provisions of this Declaration, Association Bylaws, Association Rules, and the decisions of the Association adopted pursuant thereto, as amended from time to time. Failure to comply with any of the forgoing shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper cause, by an aggrieved Owner against another Owner or against the Association, including the right to judicially contest the decisions of the Board or the Association.

ARTICLE VII-MANAGEMENT OF THE CONDOMINIUM

7.1 *Rules and Regulations Promulgated by the Association.* The Board of Directors shall have the authority from time to time to promulgate such rules and regulations as the Board may deem to be in the best interest of the Association. No person shall use the Common Elements, the Units or any part thereof in any manner contrary to or inconsistent with such rules and regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to the Owners and their guests, invitees and employees. Such use may be conditioned on, among other things, (a) the payment by the Unit Owner of Assessments and such other assessments or fees as may be established by the Association for the purpose of defraying the costs associated with the use of such Common Elements and the administration and operation of the Condominium property; and (b) the observance by the Unit Owner and the Owner's guests, invitees, and servants, of the provisions of the Declaration, the Bylaws, and the Association's rules and regulations or this Declaration. The Association shall have the authority to fine Owners who are not in compliance with the rules and regulations. The amount and the procedure to impose such fines shall be established by the Board.

7.2 *Right of Ingress and Egress.* Each Unit Owner shall have a perpetual right of ingress and egress to and from the Owner's Unit across the Common Elements. This right shall pass to all successors in interest to the Unit when the Unit is transferred voluntarily, involuntarily, or by operation of law.

7.3 Right of Entry. The Association shall have an easement of access through every Unit for the purposes of entering and abating any nuisance or any dangerous or unauthorized activity or condition being conducted or maintained within the Unit, to remedy any prohibited or unlawful activity that affects the welfare or health of other Owners, to enforce the provisions of this Declaration, the Bylaws or the Rules. Declarant and the Association reserve the right, without the necessity or the joinder of any Owner or other person, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for utility purposes (including without limitations, gas, water, wastewater, electricity, telephone, data transmission, HVAC) in favor of the Condominium, the Association, any Owner or other person. The Association also shall have the right of access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the Common Elements and Limited Common Elements, or at any time for making emergency repairs to Common Elements and Limited Common Elements or preventing damage to Common Elements and Limited Common Elements or other Units. In such event the cost of such maintenance to the Limited Common Elements shall be owed to the Association by the Unit Owner. All such costs owed to the Association under this section shall be assessed specifically to the Unit and Unit Owner.

7.4 Insurance. The Board shall have the authority to and shall obtain insurance for the Condominium, exclusive of the additions within, improvements to and decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Property, Building and Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Building, Property, Common Elements, Limited Common Elements, Units or any part of them to substantially the same condition in which they existed prior to damage or destruction. The insurance coverage shall be written in the name of, and the proceeds shall be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to the Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of mortgages on his or her Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premium for the insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for the insurance shall be separately billed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the Common Elements.

In the event the Condominium or any part of the Condominium shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason of the loss or damage, shall be insufficient to pay the cost of the repair, restoration or reconstruction, or the Condominium is not insured against the peril causing the loss or damage, and the Unit Owners and all other parties in interest do not by the affirmative vote of Unit Owners holding seventy-five percent (75%) or more of the voting rights as set forth in this Declaration at a meeting called for that purpose voluntarily make provision for reconstruction, repair or restoration within ninety (90) days after the damage or destruction, or within thirty (30) days following the final adjustment of insurance claims, if any, whichever is

later, then the provisions of the Act shall apply. The percentage voting requirement set forth in this section may not be changed by amendment of the Declaration.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, any mortgagee of record, the Association, its officers, directors, Board and employees, the Declarant, and the managing agent, if any from liability in connection with the Common Elements. The premiums for the insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for the insurance shall be separately billed to each Unit Owner for his or her corresponding percentage of ownership in the Common Elements. The Board shall have the authority to obtain a fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or the managing agent, or of any other person handling the funds of the Association, the Board or the Unit Owners, in such amount as the Board shall deem desirable. The premium for the fidelity bond shall be a common expense. The Board shall also have authority to and may obtain errors and omissions insurance and such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that the person is or was director or officer of the Association, or a member of a committee. The premiums for the insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining insurance on the contents of their Unit and the Limited Common Elements serving their Unit, as well as additions and improvements to the Unit, decorating, furnishings and personal property in the Unit, and personal property stored elsewhere on the Condominium. In addition to insuring the individual Unit Owner against the foregoing losses, the policy shall include broad form comprehensive public liability insurance to provide protection against liability for bodily injury, death and property damage, insuring the Unit Owner, and naming the Association as an additional insured. The liability component of the policy shall be in an amount no less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate. The Unit Owners shall provide evidence of such insurance coverage as requested by the Board of Directors. Failure to provide such evidence of insurance coverage may result in a special assessment to the Unit Owner at the discretion of the Board of Directors.

7.5 Security Policies. Neither Declarant nor the Association promises, warrants, or guaranties the safety or security of Owners, occupants, tenants, invitees, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and individual person on the Property has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings.

7.5.1 If security systems, security devices, access gates, or walk-through/drive-through services are utilized, no representation is made by Declarant or the Association that such systems, devices, or services will prevent injury, theft or vandalism. Neither Declarant nor the Association promises, warrants, or guaranties that any such systems, devices or services do in fact discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime.

Declarant and the Association reserve the right to reduce, modify or eliminate any security system, security devices, or services at any time; and such action shall not be a breach of any obligation or warranty on the part of Declarant or the Association.

7.5.2 If controlled access gates or intrusion alarms are provided, Owners will be furnished written operating instructions; and it is the responsibility of Owners and their tenants to read them and bring any questions to the attention of the Association or its management company. Further, it is the responsibility of the Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms, and other security-related devices in the Common Area. Each Owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in the Common Elements or on the Property. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges—even if caused by the Owner's tenant, invitees, or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants.

7.6 Authority to Grant Easements, Rights-of-Way, Licenses, and Other Similar Interests/Encroachments.

7.6.1 *General.* The Association shall have the authority to execute, acknowledge, deliver, and record easements, rights of-way, licenses, and other similar interests affecting the general common elements and to consent to vacation of roadways within or adjacent to the Condominium. An instrument granting any such interest or vacating any such roadway shall be executed by the chairperson and secretary of the Association, shall be acknowledged in the manner provided for acknowledgment of such instruments by such officers, and shall state that such grant was approved by the minimum required vote of the Unit Owners or Board of Directors.

7.6.2 *Utility Easements; Dedications.* The Board shall have the right to execute, deliver, and record on behalf of the Association and the Unit Owners such documents as may be required to grant easements, rights-of-way, and licenses over the common elements for the installation, maintenance and repair of public utilities serving the Property. Declarant shall also have the right to execute, deliver and record on behalf of the Association and the Unit Owners such deeds and other documents as may be required to convey, dedicate, or grant such easements, rights-of-way, or licenses over common elements, as may be required by any government or governmental agency maintain the functionability of the Property and Condominium.

ARTICLE VIII-AMENDMENTS

8.1. *Limited Right of Amendment.* No amendment that adds to or amends any material provision that establishes, provides for, governs, or regulates any of the following may be made to the Declaration or the Bylaws:

8.1.1 The partition or subdivision of any Unit, except pursuant to the rights reserved to the Declarant.

8.1.2 Responsibility for maintenance and repairs;

8.1.3 Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements.

8.1.4 Expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium,

8.1.5 Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

8.2 *Amendments to Declaration.* Except when a larger percentage of approval is required by law, or this Declaration, the Articles, the By-Laws and this Declaration may be amended from time to time by approval of Unit Owners holding sixty-seven percent (67%) or more of the voting rights as set forth in this Declaration. The percentage voting requirement set forth in this section may not be changed by amendment of the Declaration.

ARTICLE IX-GENERAL PROVISIONS

9.1 *Interpretation.* The rights and obligations of all members of the Association and any person dealing with the Association or any of its members with respect to matters pertaining to the Declaration, Articles of Incorporation, or the Bylaws shall be interpreted in accordance with and governed by the laws of the State of Utah.

9.2 *Severability.* Each provision of the Declaration, the Articles of Incorporation, and the Bylaws shall be independent and severable. The invalidity or partial invalidity of any provision thereof shall not affect any of the remaining portions of that or any other provision of this Declaration or the Bylaws.

9.3 *Waiver of Rights.* The failure of the Association, the Board of Directors, an officer, or a Unit Owner to enforce any right, provision, covenant, or condition provided in the Declaration, Articles of Incorporation, or the Bylaws shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant, or condition in the future.

9.4 *Legal Proceedings.* Failure to comply with any of the terms of the Declaration, Articles of Incorporation, the Bylaws, and any rules or regulations adopted thereunder shall be grounds for relief, which may include, without limitation, fining the noncomplying Owner, bringing an action to recover money due, damages or a suit for injunctive relief, or an action to foreclose a lien, or any combination thereof. Relief may be sought by the Association, Board of Directors, an officer, a professional manager, or a management firm, or, if appropriate, by an aggrieved Unit Owner.

9.5 Costs and Attorney Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms and provisions of this Declaration (as amended or supplemented), the Bylaws (as amended), Articles of Incorporation, rules and regulations adopted under the Bylaws, or the Act, the prevailing party shall be entitled to recover the cost of the proceedings and such reasonable attorney fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the Association shall be entitled to recover costs and attorney fees incurred by it to collect delinquent assessments or fines, or to enforce the terms of the Declaration, Bylaws, or any rules or regulations promulgated thereunder whether or not any action or suit is filed.

9.6 Compliance. Each Unit Owner shall comply with the provisions of the Declaration, Articles of Incorporation, and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions, and restrictions of record. Failure to comply therewith shall be grounds for suit or action, maintainable by the Association or any Unit Owner in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

9.7 Registered Agent. Declarant hereby appoints Wayne Niederhauser, 9067 South 1300 West, West Jordan, UT 84088, as the registered agent to receive service of process on behalf of the project.

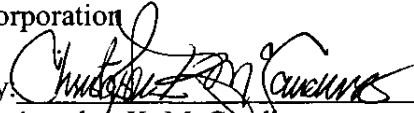
9.8 Initial Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Mark S. Swan, attorney at law, 10808 S. River Front Parkway, Suite 363, South Jordan, UT 84095, Trustee, with power of sale, the unit and all improvements to the unit for the purpose of securing payment of assessments under the terms of the Declaration.

9.9 Conflicting Provisions. In the event of a conflict between or among the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and any administrative rules and regulations, the provisions of the Declaration shall be paramount to those of the Articles, Bylaws, and the rules and regulations, and the Articles shall be paramount to the Bylaws and the rules and regulations and those of the Bylaws shall be paramount to the rules and regulations. For purposes of this Section 9.7, the term Declaration shall include all amendments to this Declaration, and the term Bylaws shall include all amendments to the Bylaws.

9.10 Section and Paragraph Captions. Section and paragraph captions shall not be deemed to be part of this Declaration unless the context otherwise requires. In construing this Declaration, if the context so requires, the singular shall be taken to mean and to include the plural, the masculine shall be taken to mean and to include the feminine and the neuter, and, generally, all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representative, trustees, and corporations.

The undersigned Declarant of the subject property has caused this Declaration to be executed this 28 day of November, 2011.

WEST JORDAN GATEWAY, L.L.C.,
A Utah limited liability company
By: CKM Development Corp.,
a Utah corporation

By: 
Christopher K. McCandless
Its: President

SUBSCRIBED and SWORN to before me this 28th day of November, 2011.

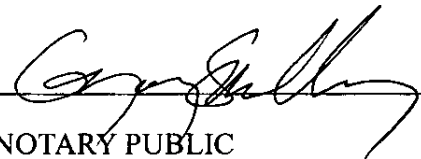

NOTARY PUBLIC



Exhibit "A"
Property

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:
BUILDING 1 WITHIN THE FOLLOWING:

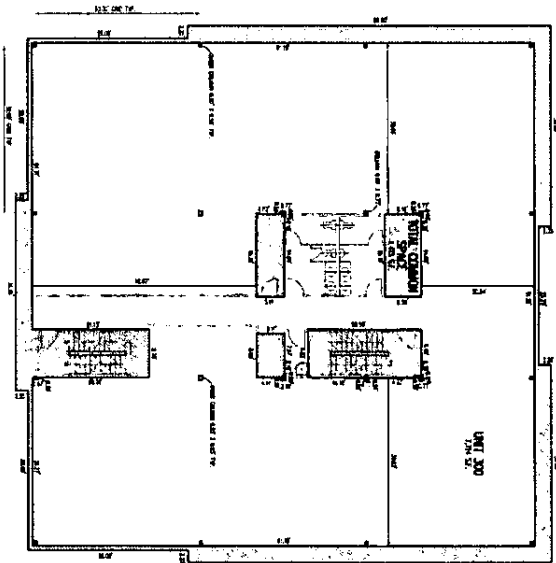
BEGINNING AT A POINT WHICH IS S 00°01'25" W, 422.76 FEET AND S 89°58'35" E, 40.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89°58'35" E 208.10 FEET; THENCE S 00°04'50" E 180.36 FEET; THENCE N 89°55'10" E, 14.00 FEET; THENCE S 00°04'50" E 60.43 FEET; THENCE N 89°55'10" E, 170.46 FEET; THENCE N 00°04'50" W, (RECORD PLAT DESCRIPTION BEARING N 00°04'40" W), 164.15 FEET; THENCE N 89°55'10" E, 12.00 FEET; THENCE N 00°04'50" W, 187.00 FEET; THENCE S 89°55'10" W, 29.60 FEET; THENCE N 00°04'50" W, 30.34 FEET; THENCE WEST 151.41 FEET; THENCE S 00°01'25" W, 105.79 FEET; THENCE S 89°55'10" W, 223.30 FEET; THENCE S 00°01'25" W, 34.74 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 76,897 SQUARE FEET IN AREA OR 1.765 ACRES, MORE OR LESS.

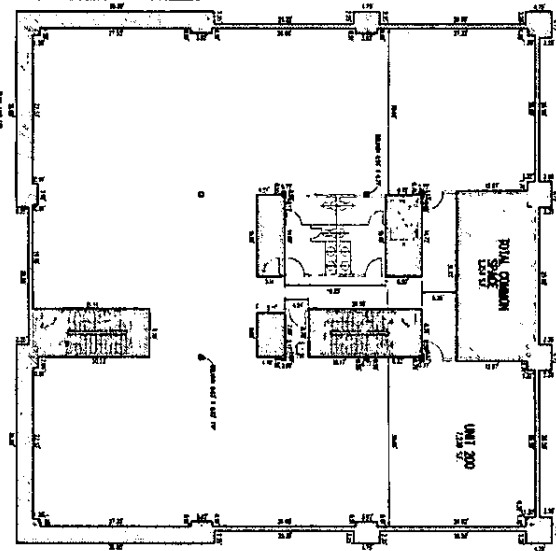
THE PARCEL NUMBERS ASSOCIATED WITH THE ABOVE BOUNDARY DESCRIPTION ARE:

27-02-302-001
27-02-302-002

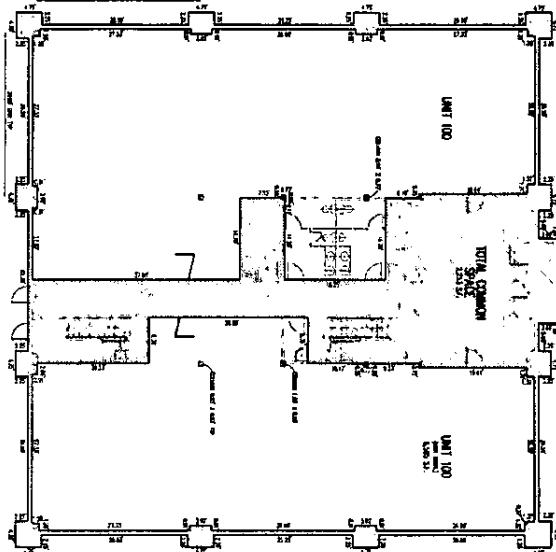
Exhibit "B" Plat



BUILDING 1 - THIRD FLOOR PLAN



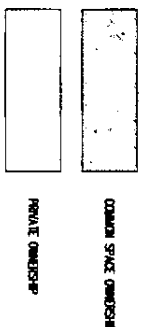
BUILDING 1 - SECOND FLOOR PLAN



BUILDING 1 - MAIN FLOOR PLAN

1. ALL UNIT, STAIR AND COMMON SPACE AREAS ARE RECORDED FROM SURVEYING INFORMATION PROVIDED TO SURVEYOR ON DATE 5/20/19 BY COWI ARCHITECTURE AND DO NOT REFLECT ANYAL CONSTRUCTION.

OWNERSHIP SPACE MATRIX AND GENERAL NOTES



- NOTES**
1. UNITS SHOWN ARE SHOWN AT EXISTING CONDITIONS AND IN THE EXISTING FOOTPRINT OF THE BUILDING.
 2. ALL COMMON SPACE AREAS ARE SHOWN AS EXISTING CONDITIONS AND IN THE EXISTING FOOTPRINT OF THE BUILDING.
 3. UNITS SHOWN ARE SHOWN AT EXISTING CONDITIONS AND IN THE EXISTING FOOTPRINT OF THE BUILDING.
 4. ALL UNITS SHOWN ARE SHOWN AT EXISTING CONDITIONS AND IN THE EXISTING FOOTPRINT OF THE BUILDING.

TOTAL OWNERSHIP OF BUILDING 1

AREA	AREA (SQ. FT.)	AREA (SQ. FT.)
MAIN LEVEL	2,250 SQ. FT.	2,250 SQ. FT.
SECOND LEVEL	2,250 SQ. FT.	2,250 SQ. FT.
THIRD LEVEL	2,250 SQ. FT.	2,250 SQ. FT.
TOTAL	6,750 SQ. FT.	6,750 SQ. FT.

CW MANAGEMENT CORP.
 5071 SOUTHERN BLVD, WEST FORT VALLEY, GA 30084

MERIDIAN
 WEST FORT VALLEY OFFICE
 5071 SOUTHERN BLVD, WEST FORT VALLEY, GA 30084

SALT LAKE COUNTY RECORDER
 STATE OF UTAH, COUNTY OF SALT LAKE, RECORDS AND CLERK AT LARGE
 100 WEST CENTER STREET, SALT LAKE CITY, UTAH 84143

DATE: 10/15/2019
 TIME: 10:00 AM
 COUNTY: SALT LAKE

Exhibit "B" Plat

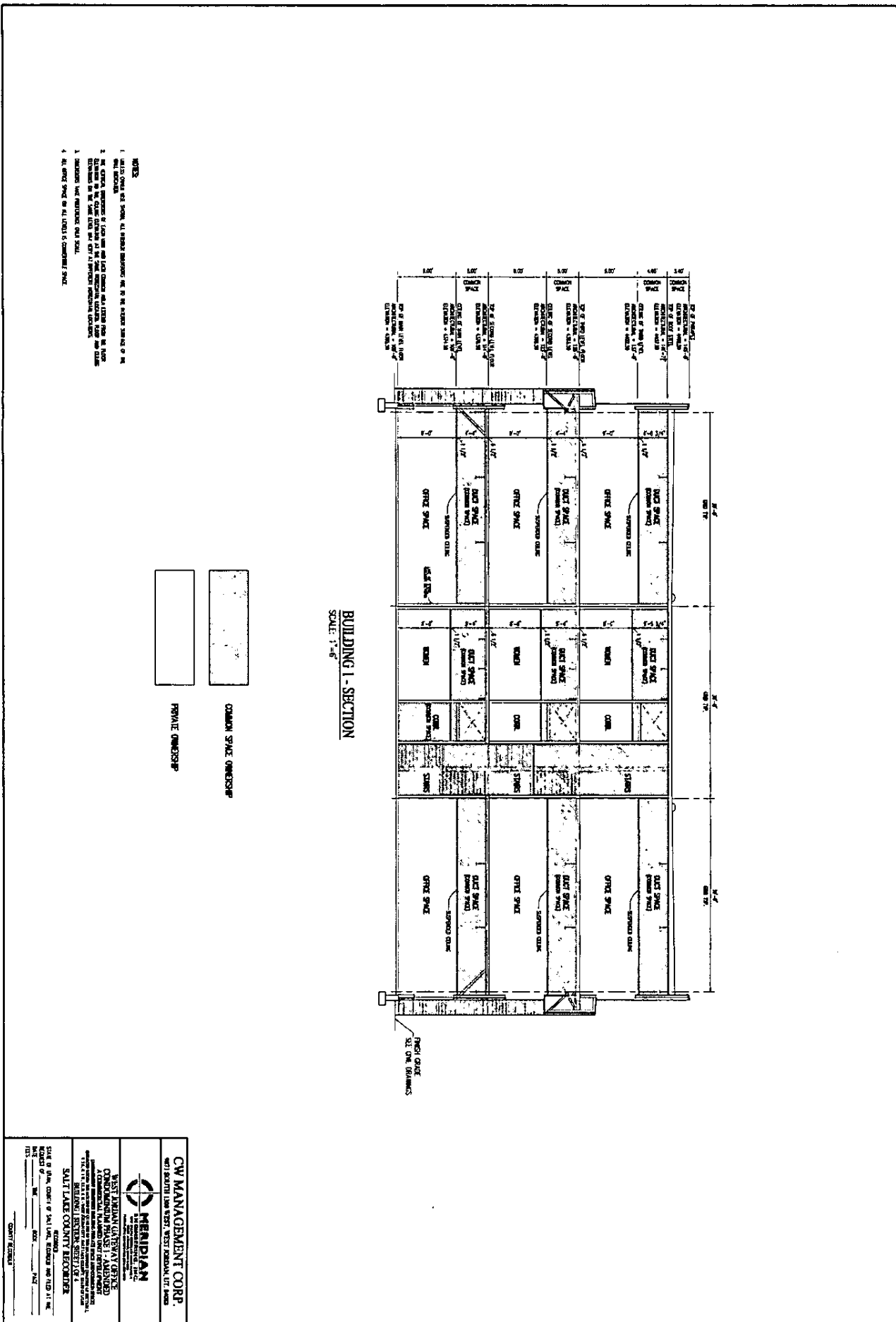
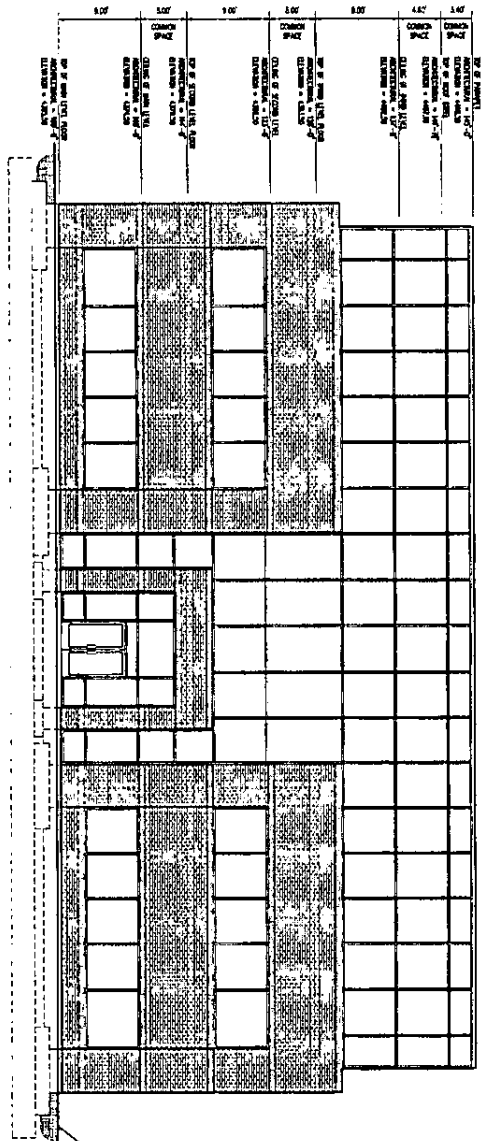
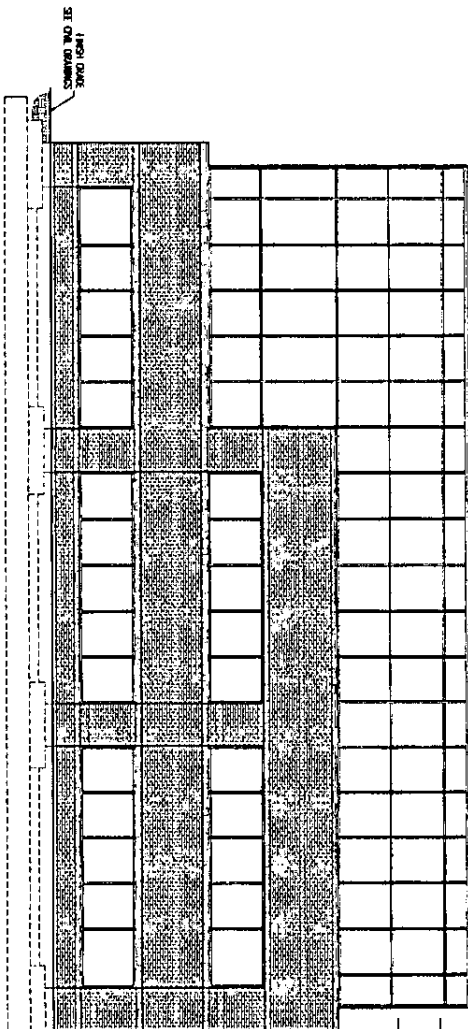


Exhibit "B" Plat



BUILDING 1 - NORTH ELEVATION
SCALE: 1"=6'



BUILDING 1 - EAST ELEVATION
SCALE: 1"=6'

- NOTES:
1. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL ELEMENTS SHOWN ON THIS PLAT BEFORE CONSTRUCTION.
 2. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AS SHOWN ON THIS PLAT. THE ARCHITECT DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY DATA OR THE LOCATION OF THE BUILDING ON THE PLAT.
 3. DIMENSIONS SHOWN ARE MEASURED FROM THE FACE OF THE WALL UNLESS OTHERWISE NOTED.
 4. ALL OTHER NOTES ON ALL LEVELS OF CONSTRUCTION SHALL APPLY.

CW MANAGEMENT CORP.
2011 SOUTH 1300 WEST, WEST RENDON, UT 84055

MERIDIAN
A DIVISION OF CROWN POINT

WEST ARIZONA GANTRY OFFICE
COMMERCIAL BUILDING 1 - AMENDED
SALT LAKE COUNTY RECORDS
SALT LAKE COUNTY RECORDS
SALT LAKE COUNTY RECORDS

STATE OF UTAH, COUNTY OF KANE, DEC. 15, 2011
RECORDED BY: [Signature]
BOOK: [Number] PAGE: [Number]

Exhibit "C"
Votes Per Unit

Unit 100	659	30.6%
Unit 200	724	33.6%
Unit 300	771	35.8%