

WHEN RECORDED RETURN TO:

Highland Park Condominium Association, Inc.
1955 South 1300 East, Suite 1
Salt Lake City, Utah 84105

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Gary W. Ott
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 38 P.

**AMENDED & RESTATED
DECLARATION OF CONDOMINIUM
FOR
HIGHLAND PARK PLAZA CONDOMINIUM
A Utah Condominium Project**

THIS AMENDED & RESTATED DECLARATION OF CONDOMINIUM FOR HIGHLAND PARK PLAZA CONDOMINIUM (the "Declaration") is made and executed as of the 24th day of November 2014, by Highland Park Condominium Association, Inc., a Utah non-profit corporation (the "Association"), acting pursuant to authority granted to the Association by Unit Owners representing not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities, as reflected in the Consent of Owners attached to this Declaration.

RECITALS:

A. Highland Professional Plaza ("**Original Declarant**") caused a certain Declaration of Condominium to be recorded with the Salt Lake County Recorder's office (the "**Recorder**") on July 5, 1977, as Entry No. 2965301, in Book 4513, at Pages 10 *et seq.* (the "**1977 Declaration**"). The 1977 Declaration was subsequently amended by that certain Amendment to the Declaration of Condominium of Highland Park Plaza Condominium, recorded with the Recorder on April 20, 1988, as Entry No. 4612804, at Book 6021, Pages 2121 *et seq.*, and by that certain Second Amendment to the Declaration of Condominium of Highland Park Plaza Condominium, recorded with the Recorder on April 11, 2011, as Entry No. 11164905, at Book 9917, Pages 4912 *et seq.* The 1977 Declaration, First Amendment, and Second Amendment are collectively referred to herein as the "**Original Declaration**".

B. The Original Declaration relates to that certain real property (the "**Land**") located in the City of Salt Lake City, Salt Lake County, Utah more particularly described in Article II hereof.

C. The Building and other improvements have been constructed on the Land as shown on the Record of Survey Map.

D. The Association desires, by filing this Declaration, to amend and restate in its entirety the Original Declaration, and to submit the Land, the Building and all improvements now or hereafter constructed thereon to the provisions of the Act as a condominium project to be known as the "Highland Park Plaza Condominium," a Utah Condominium Project (the "**Project**").

E. The Association intends by recording this Declaration that the 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, shall be owned, sold and conveyed subject to the covenants, restrictions, and limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, the Association hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including the Recitals and Bylaws and other exhibits attached hereto) the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1.1. Act shall mean and refer to the Utah Condominium Ownership Act (Chapter 57-8, Utah Code Annotated, 1953, as amended).

1.2. Association of Unit Owners or Association shall mean and refer to all of the Owners taken as or acting as a group in accordance with this Declaration as more fully set out in Section 5.1 of this Declaration.

1.3. Building shall mean the Building described in Section 3.1 of this Declaration.

1.4. Bylaws shall mean and refer to the Bylaws attached as Exhibit C to this Declaration as the same may hereafter be modified or amended.

1.5. Common Areas and Facilities or Common Areas shall mean, refer to, and include all Common Areas and Facilities designated as such in the Survey Map and all portions of the Project not specifically included within the individual Condominium Units as more fully described in Section 3.3 of this Declaration and all Common Areas as defined in the Act, whether or not enumerated herein. Common Areas and Facilities shall also mean, refer to and include all furniture, furnishings, equipment, facilities and other personal property and interests therein at any time leased, acquired or owned by the Association for the use and benefit of the Project and/or the Owners.

1.6. 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, the Bylaws, any management agreement for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt. By way of illustration, but not limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair and replacement of those elements of the Common Areas and Facilities that must be maintained and/or replaced on a periodic basis and reserves as may be from time to time established by the Committee; (ii) expenses agreed upon by the Association or the Management Committee and lawfully assessed against the Unit Owners in accordance with this Declaration or the Bylaws; (iii) expenses declared to be Common Expenses by the Act or by this Declaration or the Bylaws; and (iv) any valid charge against the Project as a whole. At least annually, the Management Committee shall submit to each Owner a proposed budget for the Common Expenses for the following year. Each Owner shall give the Manager written notice of its approval or disapproval of such budget within thirty (30) days after receipt. In any Owner fails to give such notice within such thirty (30) day period, such Owner shall be deemed to have approved such budget. The Management Committee shall be required to obtain approval for each budget from a Simple Majority Vote of the Owners.

- 1.7. Condominium Unit or Unit means and refers to a separate and single Unit as described in Section 3.2 of this Declaration together with an undivided interest in the Common Areas and Facilities and the appurtenant right to the exclusive use of Limited Common Areas associated with such Unit.
- 1.8. Condominium Project or Project shall mean and refer to the Highland Park Plaza Condominium, and shall consist of the Property.
- 1.9. Declaration shall mean and refer to this instrument as the same may hereafter be modified or amended.
- 1.10. Land shall mean and refer to and consist of the real property described in Article II of this Declaration submitted to the terms of the Act by Article II hereof.
- 1.11. Limited Common Areas shall mean and refer to those Common Areas designated herein or on the Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units as further described in Section 3.4 of this Declaration.
- 1.12. Management Committee or Committee shall mean and refer to the Management Committee of the Association.
- 1.13. Mortgage shall mean and include both a first mortgage and a first deed of trust by which a Unit or any part thereof is encumbered.
- 1.14. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Unit and a beneficiary under a first deed of trust on any Unit.
- 1.15. Owner or Unit Owner shall mean and refer to the owner in fee simple of a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant thereto. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, upon notice to the Committee by the purchaser, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Association membership. The term Owner or Unit Owner shall exclude Mortgagees and other persons or entities having any interest merely as security for the performance of an obligation.
- 1.16. Parking Easement shall mean that certain Declaration of Perpetual Easement executed by the Association, dated of even date herewith, and recorded with the Recorder, which easement relates to those certain parking areas identified as Parcel Nos. 16-17-481-024 and 16-17-481-026, as more particularly set forth therein.
- 1.16. Percentage Interest shall mean and refer to an undivided percentage interest of each Unit Owner in the Common Areas and Facilities as set out in Exhibit B to this Declaration.
- 1.17. Property shall mean and refer to the Land and the Building, and all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
- 1.18. Record of Survey Map, Survey Map or Map shall mean and refer to that certain Condominium Plat entitled "Record of Condominium Plat, Second Amendment, Highland Park Plaza Condominium", consisting of four (4) sheets, and prepared by Richard P. Sorensen, a duly

registered Utah Land Surveyor holding Certificate No. 1798, which was recorded with the Recorder as Entry No. 11164898, in Book 9917, at Page 4905, as the same may hereafter be modified or amended.

1.19 Simple Majority Vote shall mean a majority vote requiring a minimum approval of 51% of the Percentage Interests of the Owners on voting matter for approval.

1.20 Super Majority Vote shall mean a majority vote requiring a minimum approval of 67% of the Percentage Interests of the Owners on voting matters for approval.

II. SUBMISSION

2.1. Submission to Act. The Association, on behalf of the Owners, hereby submits to the provisions of the Act, that certain parcel of real property with the address of 1955 South 1300 East, situated in Salt Lake City, Salt Lake County, State of Utah more particularly described in Exhibit A attached hereto and incorporated herein by this reference and the Building and all other improvements now or hereafter constructed thereon.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

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 Land or any portion thereof, including, without limitation, any mortgage or deed of trust; 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 which traverses or partially occupies the above-described Land 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.

2.2. Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Owners, 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. 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.

III. DESCRIPTION OF BUILDING, CONDOMINIUM UNITS AND COMMON AREAS

3.1. Description of the Building. The Building and other improvements constructed on the Land are described in the Survey Map. The Building has two (2) levels consisting of a main level and lower level. The Building is structurally of concrete construction with an exposed concrete and wood exterior. Part of the lower level consists of covered parking. As depicted on the Survey Map and as listed in Exhibit "B" attached hereto, the Building consists of ten (10) Units. Parking and other Common Areas are also depicted on the Survey Map. Furthermore, the parking areas described by that certain Parking Easement are also intended to be used and maintained as Common Areas under this Declaration.

3.2. Description of the Condominium Units. The boundary lines of each Condominium Unit are the undecorated and unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of windows and doors, window frames and door frames and trim. Each Unit shall include both the portions of the Building that are not Common Areas and Facilities within such boundary lines and the space so encompassed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls and floors, and systems, fixtures, or appliances found within the boundary lines of the Unit and servicing only that Unit. Exhibit B hereto contains the number designation of each Unit. The Units are more particularly described in the Survey Map.

3.3. Description of Common Areas and Facilities. The Common Areas and Facilities shall mean and include: the Land, all portions of the Project and all Property not contained within any Unit, including, but not by way of limitation: foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, elevators, stairs, stairways, and entrances and exits of the Buildings; the grounds, parking areas and the areas used for storage of janitorial supplies, maintenance equipment and materials; installations of any and all central services, including power, light, water, hallway heating and air conditioning, x-ray system wiring (but not including the x-ray lab equipment), vacuum system, air compressors and compressed air delivery system; garbage collection; the ladies' lounge, the doctors' lounge, and the x-ray lab area; the elevators, pumps, motors, fans, ducts, and in general all apparatus and installations existing for common use; all driveways; any utility pipes, lines or systems servicing more than a single Unit and all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; all Limited Common Areas as herein described; all other parts of the Property necessary or convenient to the existence, maintenance and safety, or normally common in use, or which have been designated as Common Areas and Facilities in the Survey Map; and all repairs and replacements of any of the foregoing. Without limiting the generality of the foregoing, the Common Areas and Facilities also includes that certain "Additional Real Property" described in the Declaration of Perpetual Easement executed by the Association and dated of even date herewith, recorded with the Recorder.

3.4. Description of Limited Common Areas. Limited Common Areas mean and include those portions of the Common Areas and Facilities reserved for the use of certain Units to the exclusion of other Units. The use and occupancy of designated Limited Common Areas shall be reserved to its associated Unit and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas.

3.5. Percentages of Undivided Interest in Common Areas and Facilities. The percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit and its Owner for all purposes, including voting, is set forth in Exhibit B.

IV. PURPOSE AND USE OF PROJECT AND UNITS

4.1. Purpose of Project and Units. The purpose of the Project and the respective Units thereof is to provide professional dental office units and offices with parking and other facilities for Unit Owners, their respective employees, clients, patients, visitors and guests.

4.2. Use of Units and Common Areas. The Units shall be occupied as professional dental offices and related purposes, and for no other purpose without the prior written consent of the Association. The Association acknowledges that it has previously consented to, and does hereby reaffirm, the use of **Unit 7** within the Project for general office purposes associated with

the operation of a property management business; notwithstanding the foregoing, any further change of use of such Unit (other than to dental office or related purposes) shall require further consent of the Association. No Unit shall be used for residential purposes.

4.3. Leasing. An Owner may lease its Unit for the same purposes set forth in Section 4.2 provided that such lease transaction is in accordance with the provisions of Section 4.10 hereof. All leases of Units shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the terms of this Declaration and Bylaws and that failure of the lessee to comply with the terms of said documents shall be a default under the lease.

4.4. Improper Uses. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Areas and Limited Common Areas nor shall anything be done which may be or become an annoyance or a nuisance to the Unit Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in its Unit or on the Common Areas and Limited Common Areas anything that will result in the cancellation of the insurance on the Project or any part thereof or will increase the rate of insurance on the Project. No Owners shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of the Units or do permit anything to be done therein which would interfere with the rights, comfort, or convenience of the other Owners. No bird or animal shall be kept or harbored in the building except in each instance by the express permission of the Management Committee in writing.

4.5. Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of the Unit or on the Common Areas and Limited Common Areas, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Management Committee; provided, however, that the Owners may have signs on their windows and doors within such limitations on size and type as the Management Committee may determine, but not on the exterior walls of the improvements, and provided, further that no Owner can be excluded from any building directory unless prohibited by law or ordinance. All exterior building signs shall be approved by the Management Committee.

4.6. Cleaning and Storage in Common Areas. The Common Areas and Limited Common Areas, other than Limited Common Areas specifically designated as storage areas, are not to be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Management Committee, nor shall the Common Areas and Limited Common Areas be used in any way for the drying, shaking or airing of clothing or other fabrics. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in its Unit or upon the Common Areas and Limited Common Areas which spoils the appearance of the Project. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner, or its respective employees, clients, patients, visitors and guests, and each Owner shall indemnify and hold the Management Committee and the other Unit Owners harmless against all loss resulting from any such damage or waste caused by such Owner, or its respective lessees, employees, clients, patients, visitors and guests.

4.7. Maintenance of Units. Each Owner shall maintain its Unit in a sanitary condition as provided in Section 6.2 hereof. Each Owner shall also use due care to avoid damaging any of the Common Areas and Limited Common Areas or any other Unit, and each Owner shall be responsible for its negligence or misuse of any of the Common Areas and Limited Common Areas or of its own facilities resulting in damage to the Common Areas and Limited Common Areas or any other Unit.

4.8. Rules and Regulations. In additions to the restrictions set forth in this Article IV, the use of the Units and the Common Areas and Facilities shall also be subject to such Rules and Regulations of general application as the Management Committee may adopt for protecting the interests of all the Owners or protecting the Units or the Common Areas.

4.9. Parking Areas. Common Areas designated for parking (including but not limited to those parking areas described in the Parking Easement) shall be used for the parking of vehicles of Owners and the vehicles of employees, patients, patrons and visitors, guests and invitees of Owners. All parking areas shall be maintained by the Association. The Management Committee may establish reasonable rules and regulations governing use of the driveways and parking areas in the Common Areas including the restriction of certain parking areas for the sole use of employees, patients, handicapped persons, or patrons.

4.10. Division of Utility Costs. The cost of all utility or municipal services (including, without limitation, water, sewer, garbage collection, telephone, electrical, and gas) which are separately metered or otherwise separately billed directly to the Units shall be paid by the Owners of the respective Units. The cost of all such services which are not separately metered (if metering is applicable to the service in question) and not billed to any Units (but rather are billed to the Project as a whole), shall be paid by the Association as Common Expenses. Provided that if the Management Committee reasonably determines that such services are not used by or do not benefit all Units or do not benefit the Units in roughly the same proportion as the Common Expenses are assessed to the various Owners, the Management Committee may assess such services to the Owners of the benefited Units proportionate to the service or benefit to each such Unit in a fair and reasonable manner on the basis of the best information reasonably available at the time.

V. ASSOCIATION OF UNIT OWNERS - MANAGEMENT COMMITTEE

5.1. Association of Unit Owners. By approving this Declaration, the Owners hereby agree to establish a non-profit corporation under the laws of the State of Utah, which association be known by the name of "Highland Park Condominium Association, Inc." The Association shall have the rights, authorities, duties and obligations set forth in this Declaration, the Bylaws, the Act, and such other documents as may be entered into relating to the Project from time to time. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Association, the Management Committee or officers thereof on behalf of and as agents for the Association in the manner specified in the Act, this Declaration or the Bylaws is: "Highland Park Condominium Association, Inc." As further set forth in the Articles of Incorporation of the Association, the Association is organized for the specific purposes of providing for maintenance, preservation and architectural control of the Units and Common Areas within the Project, and to promote the health, safety and welfare of the occupants within the Project. For this purpose the Association is specifically authorized:

5.1.1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration;

5.1.2. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of this Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of

the Association;

5.1.3. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

5.1.4. To borrow money, and with a Super Majority Vote of the Owners, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5.1.5. To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. Except with respect to easements, no such dedication, sale or transfer shall be effective unless the same has been approved by a Super Majority Vote of the Percentage Interests as defined in the Declaration, agreeing to such dedication, sale or transfer;

5.1.6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional commercial property and Common Areas, provided that any such merger, consolidation or annexation shall have approval by a Super Majority Vote of Owners;

5.1.7. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Utah may now or hereafter have or exercise.

5.2. Voting. Except as otherwise set forth in this Section 5.2, at any meeting of the Association, each Unit Owner shall be entitled to one vote. In the event that any matter requiring a vote by the Owners result in a tie, the President will contact each Owner present or absent from the meeting at which the vote takes place to determine the accurate vote. In the event that following such additional efforts, the result of the vote remains a tie, the voting shall be done by percentage of ownership as described in the following paragraph. For purposes of the voting described in this paragraph, Units L4 and L6 are deemed to be one Unit, thus receive one vote.

Subject to the preceding paragraph, at any meeting of the Association, each Unit Owner, either in person or by proxy, shall be entitled to the number of votes which is equal to the percentage of undivided interest of the Common Areas and Facilities assigned to its Unit in Exhibit B to this Declaration, multiplied by one hundred (100). Consequently, the total number of votes allocated to all Units shall be one hundred (100). If there is more than one Owner with respect to a particular Unit, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for all such Owners present to act unanimously in order to cast the votes pertaining to their Unit. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of 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 necessary Percentage Interests. Except as otherwise stated herein, voting shall require a Super Majority Vote to receive approval.

5.3. Management Committee. The management and maintenance of the Project, the Property and the business and affairs of the Association shall be managed by a Management Committee. Appointment of members of the Management Committee shall be as set forth in the

Bylaws. All agreements and determinations with respect to the Project and the Property lawfully made or entered into by the Management Committee shall be binding upon the Association and its successors and assigns.

5.4. Powers and Duties of Management Committee. The Management Committee shall have all the powers, duties and responsibilities which are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

5.4.1. To make and enforce rules and regulations covering the operation and maintenance of the Property.

5.4.2. To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation for their services; provided however, that any management agreement may be terminable by the Management Committee for cause upon thirty days' written notice and that the term of any said management agreement may not exceed one year, renewable by agreement for successive one year periods.

5.4.3. To operate, maintain, repair, improve, and replace the Common Areas and Facilities, including entering into agreements for the use and maintenance of the Common Areas and Facilities for the benefit of the Association.

5.4.4. To determine and pay the Common Expenses.

5.4.5. To assess and collect the proportionate share of Common Expenses from the Unit Owners.

5.4.6. To enter into contracts, deeds, leases, and/or written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

5.4.7. To open bank accounts on behalf of the Association and to designate the signatures therefore.

5.4.8. To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee.

5.4.9. To bring, prosecute and settle litigation for itself, the Association and the Project.

5.4.10. To obtain insurance for the Association with respect to the Units and Common Areas and Facilities as well as workmen's compensation insurance and such other insurance required by the Act, this Declaration or the Bylaws or determined to be necessary or advisable by the Management Committee as provided by the Act, this Declaration or the Bylaws.

5.4.11. To repair or restore the Property following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Property from the provisions of the Act.

5.4.12. To own, purchase or lease, hold and sell or otherwise dispose of on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Committee and in the operation of

the Property.

5.4.13. To keep adequate books and records.

5.4.14. To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project.

5.4.15 Any necessary duty required to be performed by the Management Committee.

5.5. Professional Management. The Management Committee may employ professional management to manage the Project. In the event the Management Committee decides to terminate professional management and assume self-management of the Project, the prior written approval of each Mortgagee must be obtained.

5.6. Powers and Duties of Professional Management. The Management Committee may delegate to a professional manager or managing company all of its powers, duties and responsibilities referred to in Paragraph 5.4 above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of rules and regulations; the power to enter into any contract involving more than **\$2000.00** in any one fiscal year; the power to purchase, hold, sell, convey, mortgage, or lease any Units in the name of the Association; to bring, prosecute and settle litigation; or any other power, duty or responsibility nondelegable by law.

5.7. Limitation of Liability of Management Committee and Officers. Owners of the Management Committee and the officers of the Association: (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Unit Owner or any person or entity direct or imputed by virtue of acts performed by them except for their own willful misconduct or bad faith or acts performed by them in their capacity as such; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

5.8. Indemnification of Management Committee and Officers. The Unit Owners shall indemnify and hold harmless any person, his or her heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities to which he or she shall be threatened to be made a party by reason of the fact the he or she was a member of the Management Committee or an officer of the Association, other than to the extent, if any, such liability or expense shall be attributable to his or her willful misconduct or bad faith, provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Management Committee or otherwise. The indemnification by the Unit Owners as contained

herein shall be paid by the Management Committee on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectable as such.

5.9 Registered Agent. The registered office of the Corporation is 1955 South 1300 East Suite 1, and the name of the registered agent at such address is Richard B. Barnes.

VI. MAINTENANCE, ALTERATION AND IMPROVEMENT

6.1. Maintenance of Common Areas and Facilities. The cleaning, maintenance, alteration, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Management Committee and the costs thereof shall be a Common Expense. The Management Committee shall also maintain, alter, replace and repair all parking areas, and all conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water and sewer that may be contained in portions of the Units, but which service part or parts of the Project other than the Unit in which they are contained. All incidental damages caused to a Unit by the maintenance, alteration, replacement and repair of the Common Areas and Facilities or utilities shall be repaired promptly by the Management Committee as a Common Expense. The Management Committee shall be responsible for cleaning and general maintenance of all parking areas.

6.2. Maintenance of Units. Each Owner shall keep the interior or its Unit, including, without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In addition, each Owner shall be responsible for the maintenance, repair or replacement of any cabinetry, plumbing fixtures, water heaters, heating equipment, air conditioner, lighting fixtures or other appliances or fixtures that may be in or are used for its Unit, even though not within its boundaries. In the event that any such Unit shall develop an unsanitary or unclean or unsafe condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair. The Unit Owners shall keep clean and in a sanitary condition their storage areas, balconies or patios, if any.

6.3. Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and door forming the boundaries of its Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries, construct and remove partition walls, fixtures and other improvements within the boundaries of its Unit; provided, however, that such improvements (i) shall not impair the structural soundness or integrity of the Building; (ii) shall not interfere with facilities necessary for the support, use or enjoyment of any other part of the Project; (iii) shall be built to construction standards comparable or better than the original construction of the Project; and (iv) shall not encroach upon the Common Areas or any part thereof, unless the Management Committee shall consent in writing to such encroachment.

6.4. Structural Changes and Prohibitions. No Owner shall make structural alterations or modifications to its Unit or to any of Common Areas and Limited Common Areas, including, but not limited to, the erection of antennas, aerials, awnings, the placement of any reflective or other material in the windows of the Unit, or other exterior attachments, without the prior written

approval of the Management Committee. The Management Committee shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project. The approval of structural alterations by the Management Committee shall be subject to such conditions as the Management Committee may impose, including, but not limited to, minimum size requirements, architectural plans, maintenance of liability insurance during construction, performance and payment bonds, or otherwise, the expense of which must be borne by the affected Owners.

6.5. Association Access to Unit. The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Areas and Limited Common Areas, or other Units. The Association or its agents shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas and Limited Common Areas or to another Unit. If requested by the Association, each Owner shall furnish to the Association a duplicate key to the entrance door to its Unit and shall furnish a new duplicate key upon any change of locks thereto. Said keys shall be kept by the Association in a safe and secure place, and are to be used only in case of emergency or upon written authorization of the Owners.

VII. INSURANCE

7.1. Insurance Requirements. The Management Committee shall obtain and maintain at all times insurance of the types and kinds as provided herein and including insurance for all other risks, of a similar or dissimilar nature, as or shall hereafter customarily be covered with respect to other properties similar to the Project in construction, design and use. The Management Committee shall make a reasonable effort to obtain insurance with the following provisions or endorsements:

7.1.1. Exclusive authority to adjust losses shall be vested in the Management Committee as insurance trustees or any successor trustee as designated by the Management Committee.

7.1.2. The insurance coverage shall not be brought into contribution with insurance purchased by individual Unit Owners or their respective Mortgagees.

7.1.3. Each Unit Owner may obtain additional insurance covering its real property, fixtures, or personal interest at its own expense, so long as such additional or other insurance does not have the effect of decreasing the amount which may be realized under any insurance maintained by the Management Committee.

7.1.4. The insurer waives its rights of subrogation as to any and all claims against the Association, each Unit Owner, and/or their respective agents, employees or tenants, and of all defenses based upon co-insurance or upon invalidity arising from the act of the insured.

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

7.1.6. The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee of the Association or Management Committee or their employees, agents, or contractors, without prior demand in writing that the Management

Committee cure the defect and then only if the defect is not cured within 15 days.

7.1.7. Such policies shall provide that coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association or failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Owners Association has no control.

7.1.8. The insurance coverage shall provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds' named thereon, including all Mortgagees.

7.1.9. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Management Committee (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Association may be a party, or any requirement of Law.

7.2. Property Insurance. The Management Committee, for the benefit of the Project and the Unit Owners, shall maintain a "master" or "blanket" policy of property insurance in an amount equal to the full replacement value (i.e. 100% of the current "replacement cost" exclusive of land, foundations, excavations, and other items normally excluded from coverage) of the entire Condominium Project (including all Units, all Common Areas and Facilities, service equipment and any fixtures or equipment, but not contents furnished or installed by Unit Owners within the Units) with an "Agreed Amount Endorsement" or its equivalent, and, if necessary, an "increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, payable to the insurance trustee to be disbursed in accordance with the terms of this Declaration. Such insurance will afford protection against at least the loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, vandalism, malicious mischief, windstorm, and water damage. The limits and coverage of said insurance shall be reviewed at least annually by the Management Committee. Said policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee of each Unit, if any, as their interests may appear. The costs of this policy shall be split amongst the owners proportionate to their respective ownership.

7.3. Liability Insurance. The Management Committee shall obtain a comprehensive policy or policies of public liability insurance insuring the Association, the Management Committee, the Unit Owners and their respective lessees, agents, employees, clients, patients, visitors or guests against any liability to the public or to the Unit Owners, incident to the ownership and/or use of the Property, and including the personal liability of the Unit Owners incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than \$2,000,000 for any one person injured in any one occurrence, and shall not be less than \$100,000 for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Management Committee and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more or group of insureds against any one or more or group of insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured. Such coverage will include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

7.4. Fidelity Coverage. The Management Committee may maintain fidelity coverage to protect against dishonest acts on the part of members of the Management Committee, officers, and employees of the Association, including professional managers and their employees. Such fidelity bonds shall meet the following requirements:

7.4.1 All such fidelity bonds shall name the Association as the insured.

7.4.2. Such fidelity bonds shall be written in an amount equal to at least 50% of the estimated annual operating expenses of the Association, including reserves.

7.4.3. Such fidelity bonds shall include as part of any definitions of "employee" or similar expression both persons who serve with and without compensation.

7.4.4. Such bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Mortgagees of the Units.

7.5. Other Insurance. The foregoing provisions of this Article VII shall not be construed to limit the power or authority of the Management Committee 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 may deem proper from time to time.

7.6. Owner's Own Insurance. Each Owner, at its own expense, may procure and maintain at all times fire and extended coverage insurance covering personal property of such Owner and additional fixtures and improvements added by such Owner against loss by fire and other casualties, including, without limitation, vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this article. Notwithstanding the provisions hereof, such Owner may obtain insurance at its own expense providing such other coverage upon its Condominium, its personal property, for its personal liability and covering such other risks as it may deem appropriate, provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this article. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the other Owners and their respective servants, agents and guests.

VIII. ASSESSMENTS

8.1. Agreement to Pay Assessment. Each Owner covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, or by entering into a sale and purchase contract, shall be deemed to covenant and agree with each other and with the Association to pay to the Association assessments made by the Association for the Common Expenses and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time pursuant to the Bylaws and subject to the provisions of in this Article VIII. Notwithstanding the foregoing, in any one fiscal year, there shall be no special assessments against Unit Owners for capital improvements exceeding the sum of **\$2,000** in cost, unless the expenditures are first approved by the vote of Owners of at least seventy five percent (75%) of the Percentage Interests. The foregoing sentence shall not apply in connection with replacement or reconstruction occasioned by fire or other casualty, or with replacements or repairs required as

part of ordinary or regular maintenance.

8.2. Apportionment of Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common profits, such shares being the same as the Percentage Interests in the Common Areas and Facilities appurtenant to the Unit owned by the Unit Owner as set forth in Exhibit B.

8.3. Commencement of Assessments. Assessments for Common Expenses on any Unit shall commence under this Declaration on the date hereof.

8.4. Assessments for Capital Improvements. The Management Committee may include in the monthly assessments, amounts representing contributions to the capital of the Association to be used for the replacement of or additions to capital items or improvements to the Project. Said amounts shall be set up as capital accounts for each Unit. In the event of transfer of a Unit, the capital account shall be deemed transferred to the Unit transferee.

8.5. Interest and Late Fees on Delinquent Assessments. Assessments and any installments thereof not paid on or before ten days after the date when due shall be charged a late fee of five percent (5%) and shall bear interest at the rate of 18% per annum from the date when due until paid (or such other late fee or interest rate as may be set by the Management Committee). All payments on account shall be first applied to late fees and interest, and then to the assessment payment first due.

8.6. Lien for Assessments. Any unpaid assessments shall constitute a continuing lien on the interest of any Unit Owner, which shall also secure reasonable attorney's fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessment or enforcement of such a lien. Such lien shall be superior to all other liens and encumbrances on such Unit, recorded or unrecorded, except only for: (i) valid tax and special assessments liens on the Unit in favor of any governmental assessing authority; (ii) the lien of a Mortgage; and (iii) encumbrances on the interest of the Unit Owner recorded prior to the date a notice of lien under this Section is recorded which by law would be a lien prior to subsequently recorded encumbrances. To evidence a lien for sums assessed hereunder, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Committee and may be recorded. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law, including specifically, without limitation, the method recognized under the laws of the state of Utah for the enforcement of a mechanic's lien which has been established in accordance with the provisions of Chapter 1, Title 38, Utah Code Annotated, as amended from time to time. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Association, on behalf of each of the Owners, hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8-45 to First American Title Insurance Company, with power of sale, the Units and all improvements to the Units for the purpose of securing payment of Assessments under the terms of this Declaration. In any foreclosure of a lien for assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Management Committee shall be entitled to the appointment of a receiver to collect the same. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal

sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien. Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority. If a Unit Owner shall, at any time, let its Unit and shall default for a period of one month in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant from its obligation for rent to the Owner and the Owner from its obligation to the Association, to the extent of the amount so paid.

8.7. Personal Obligation of Owner. The amount of any assessment against any Unit shall be the personal obligation of the Unit Owner to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of its Unit.

8.8. Statement of Account. Upon payment of a reasonable fee not to exceed \$10.00, or such other amount as may in the future be allowed by the Act, and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current assessment and the date that such assessment becomes or became due; any credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within 20 days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the 20 day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the purchaser subsequently acquires the Unit.

8.9. Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 8.8, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

IX. DESTRUCTION, CONDEMNATION AND TERMINATION

9.1. Destruction or Damage. In the case of fire or other damage or destruction to all or part of the Property, the Management Committee, with the help of an independent appraiser if necessary or advisable, shall determine the percentage of the Building that was destroyed or damaged and shall proceed as follows:

9.1.1. If Less than 75 percent of the Building is destroyed or substantially damaged, the Management Committee shall arrange for the prompt repair and restoration of the Building using the proceeds of insurance on the Building for that purpose, and the Unit Owners shall be liable for assessment for the deficiency, if any, in proportion to their respective Percentages Interests in the Common Areas and Facilities. Reconstruction of the Building shall mean the restoring of the Building to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Section 9.2 hereof shall apply.

9.1.2. If 75 percent or more of the building is destroyed or substantially damaged, the Management Committee shall, within 100 days after such destruction or damage, call a special meeting of the Unit Owners for the purpose of deciding whether or not the Building shall be repaired and restored. If the proceeds of insurance on the Building are sufficient to reconstruct the Building, then unless the Unit Owners representing 75 percent of the undivided interests in the Common Areas affirmatively vote not to restore the Building, the Management Committee shall promptly arrange for the reconstruction of the Building, using the proceeds of insurance on the Building for that purpose. If the proceeds of insurance on the Building are not sufficient to reconstruct the Building, then if the Unit Owners representing at least 75 percent of the undivided interests in the Common Areas, in person or by proxy, vote to repair or restore the Building, the Management Committee shall promptly arrange for the reconstruction of the Building, using the proceeds of insurance on the Building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency, if any, in proportion to their respective Percentage Interests in the Common Areas and Facilities. If the destruction or damage is by reason of eminent domain, the provisions of Section 9.2 hereof shall apply.

9.1.3. If 75 percent or more of the Building is destroyed or substantially damaged and the reconstruction of the Building is not approved as provided in Section 9.1.2, the Management Committee shall record, with the County Recorder, a notice of setting forth such facts, and upon the recording of such notice: (i) the Property shall be deemed to be owned in common by the Unit Owners; (ii) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the Percentage Interests previously owned by such Owner in the Common Areas and Facilities; (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner according to their undivided interest in the Common Areas; and (iv) the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property shall be considered as one fund and shall be divided among all Unit Owners in a percentage equal to the Percentage Interests owned by each Unit Owner in the Common Areas and Facilities, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for such purposes, all sums necessary to satisfy the Mortgage on the Unit owned by each Unit Owner.

9.1.4. For purposes of this Section 9.1, the terms "disaster," "destruction" or "substantial damage" shall mean and include a temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.

9.2. Eminent Domain. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the

nature of eminent domain or by an action or deed in lieu of condemnation (all of which shall be defined as "eminent domain"), the Management Committee, each Unit Owner, and every Mortgagee, shall be entitled to timely written notice thereof and the Management Committee shall and the Unit Owners, at their respective expense, may participate in the proceedings incident thereto. The provisions governing the allocation of awards by reason of eminent domain shall be determined in accordance with Section 57-8-32.5 of the Act; provided, that the priority of any Mortgage shall remain undisturbed.

9.3. Termination. All of the Unit Owners may agree that the Units are obsolete or the Project should otherwise be abandoned or terminated and that the same should be sold. Such plan or agreement must have the written unanimous approval of every Mortgagee. In such instance, the Management Committee shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice, the entire Property shall be sold by the Association, as attorney-in-fact for all of the Owners, free and clear of the provisions contained in this Declaration, the Survey Map and the Bylaws. The sales proceeds shall be apportioned among the Owners and disbursed in the same manner as provided in Section 9.1.3 of this Declaration.

X. MORTGAGE PROTECTION

10.1 Notice of Action. Upon written request made to the Association by a Mortgagee, which written request shall identify the name and address of such Mortgagee, and the number and address of the Condominium, any such First Mortgagee, shall be entitled to timely written notice of:

10.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is Mortgage held by such Mortgagee;

10.1.2. Any delinquency in the payment of assessments or charges owed by an Owner, whose Condominium is subject to a Mortgage held by such Mortgagee, which default remains uncured for a period of 60 days;

10.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

10.1.4. Abandonment or termination the legal status of the Project after substantial destruction or condemnation occurs.

10.2. Right to Examine Books Etc. Any Mortgagee shall have the right to examine the books and records of the Association during normal business hours and, upon request shall be entitled to received copies of annual reports, financial statements and other financial data for the preceding fiscal year, and shall be entitled to receive written notice of all meetings of the Association and may designate a representative to attend all such meetings.

10.3. Amendment of Article X. No amendment to Article X of this Declaration shall affect the rights of the Mortgagee under any Mortgage recorded prior to the recordation of any such amendment who does not join in the execution thereof.

XI. CONVEYANCE, EASEMENTS AND ENCROACHMENTS

11.1. Conveyancing. Every deed, lease, mortgage, instrument of conveyance or sale, or other instrument affecting title to a Unit shall describe the Unit by its designation set forth in

Exhibit B and in the Survey Map with appropriate reference to the Survey Map and this Declaration, as each shall appear on the records of the County Recorder of Utah County, State of Utah. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding Percentage Interests in the Common Areas and Facilities, as a tenant-in-common, as set forth in Exhibit B, also incorporating all rights and limitations incident to ownership described in this Declaration and the Bylaws, even though the same are not exactly mentioned or described. A description shall be deemed sufficient if it appears in substantially the following form:

Unit _____, as shown in the Record of Survey Map for Highland Park Plaza Condominium, appearing in the Records of the County Recorder of Salt Lake County, State of Utah, in Book No. _____, Page No. _____, of Plats, and as defined and described in the Amended & Restated Declaration for Highland Park Plaza Condominium, recorded the _____ day of _____, 2014, as Entry No. _____, Book No. _____, Page No. _____.

11.2. Easements. Every deed, lease, mortgage or other similar instrument shall be deemed to:

11.2.1. Except and reserve with respect to a Unit; (i) any portion of the Common Areas and Facilities lying within said Unit; (ii) easements through said Unit, appurtenant to the Common Areas and Facilities and all other Units, for support and repair of the Common Areas and Facilities and all other Units; and (iii) easements, appurtenant to the Common Areas and Facilities, for encroachment upon the air space of said Unit by those portions of the Common Areas and Facilities located within said Unit by those portions of the Common Areas and Facilities located within said Unit.

11.2.2. Include with respect to a Unit nonexclusive easements for ingress and support of said Unit through the Common Areas and Facilities, for the repair of said Unit through all other Units and through all Common Areas and for the use of the Limited Common Areas associated with the Unit as indicated in this Declaration and the Survey Map.

11.2.3. Except and reserve, with respect to the Percentage Interest in the Common Areas and Facilities, nonexclusive easements appurtenant to all Units for ingress, egress, support and repair and exclusive easements appurtenant to each Unit for the use of the balcony, patio, and any storage area as set forth in Exhibit B and the Survey Map.

11.2.4. Include, with respect to the Percentage Interest in the Common Areas and Facilities, nonexclusive easements through each Unit for support and repair of the Common Areas and Facilities and nonexclusive easements for encroachments upon the air space of all of the Units by and for the portions of the Common Areas and Facilities lying within the Units.

11.3. Encroachments. None of the rights and obligations of any Unit Owner created by this Declaration, the Bylaws or by any deed conveying a Unit shall be affected in any way by any encroachments (i) by any portion of the Common Areas and Facilities upon any Unit; (ii) by any Unit upon another Unit or upon the Common Areas due to settling or shifting of the Building or other structure, including the rebuilding of the Building or other structure after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful or negligent act or omission of the Unit Owner of the encroaching Unit, or of the owners of the Units to which the use of the encroaching Limited Common Areas is appurtenant, or of the Management Committee in the event of an

encroachment by any portion of the Common Areas and Facilities other than the Limited Common Areas. There are hereby created valid easements for the maintenance of any encroachments permitted by this Section so long as such encroachments exist.

XII. AMENDMENT

12.1. Amendment by Unit Owners. Except as otherwise provided in this Declaration and except as prohibited by the Act, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by a Super Majority Vote of the Unit Owners, which amendment shall be effective upon recording, and upon approval of Mortgagees where necessary. Any material amendment to this Declaration, including, but not limited, to any such amendment which would alter the Percentage Interests in the Common Areas and Facilities, other than those alterations allowed in Article XIV, must be approved in writing by all Mortgagees.

XIII. GENERAL PROVISIONS

13.1. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered 48 hours after a copy of the same has been deposited in the U.S. postal service, postage prepaid, return receipt requested. Notice to Unit Owners shall be addressed to each Unit Owner at the address given in writing by such Unit Owner to the Management Committee for the purpose of service of such notice or to the Unit of such Unit Owner if no such address has been given to the Management Committee. Such address may be changed from time to time by notice in writing addressed to the Management Committee.

13.2. Waiver. The failure of the Management Committee or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its contractor of the payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

13.3. Right of First Refusal. The Association provides notice of that certain Right of First Refusal Agreement dated of even date herewith and recorded with the Recorder, which limits certain transfers of a Unit by an Owner, as further set forth therein.

13.4. Enforcement. Each Owner or occupant of a Unit shall strictly comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the By-Laws, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee on behalf of Unit Owners, or, in a proper case by an aggrieved Unit Owner.

13.5. Accommodation of Handicapped Persons. Notwithstanding any other provision of this Declaration, the Bylaws or any rules or regulations adopted by the Management Committee,

the Management Committee shall make reasonable accommodations under any restrictions therein contained as may be necessary to afford a handicapped person equal opportunity to use and enjoy the Property.

13.6. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

13.7. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13.8. Law Controlling - Conflicts. This Declaration, the Survey Map and the Bylaws shall be construed and controlled by and under the laws of the State of Utah. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control.


13.9. Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

13.10. Effective Date. This Declaration shall take effect upon recording in the office of the Recorder.

[Remainder of Page Intentionally Left Blank.]

EXECUTED on the day and year first above written.

HIGHLAND PARK CONDOMINIUM ASSOCIATION, INC.,
a Utah non-profit corporation

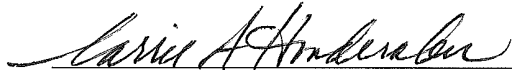
By: 
Name: Richard B. Barnes
Its: President

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

The foregoing instrument was acknowledged before me this 24th day of NOV 2014, by Richard B. Barnes, as President of Highland Park Condominium Association, Inc.

My commission expires:

Sept 15, 2018


Notary Public
Residing at: 490 Northmont Way

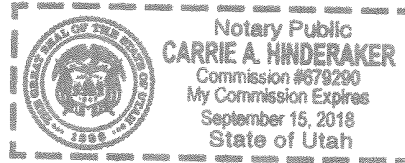


EXHIBIT "A"

Boundary Description

Parcel A:

Beginning S0°10'25"E 10 feet from the Northwest corner of Lot 7, Block 2, View City Plat 'B', a subdivision of Sections 16 and 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point lying N0°01'W 707.97 feet and N89°44'20"E 32.32 feet from the Salt Lake City survey monument at the intersection of 2100 South and 1300 East, and running thence N0°10'25" W 145.56 feet, thence N89°44'20"E 249.51 feet, thence S0°10'03"E 135.56 feet, thence S89°44'20"W 64.56 feet, thence N0°11'42"W 34.00 feet, thence S89°44'20"W 15.52 feet, thence S0°12'15"E 44.00 feet, thence S89°44'20"W 169.17 feet to the point of beginning.

Parcel Nos: 1617480015, 1617480016, 1617480017, 1617480018, 1617480019, 1617480020, 1617480021, 1617480022, 1617480023, 1617480024, and 1617480025.

Parcel B:

The South 15 feet of Lot 7 & the East 47.17 Ft of Lots 8, 9, & 10, Blk 2, View City Plat B.

Parcel Number: 1617481024

Parcel C:

Beginning northeast corner of Lot 6, Blk 2, View City Plat B Subdivision; South 143 ft; East 7.75 ft; North 109 ft; East 7.75 ft; North 34 ft; West 15.5 ft to point of beginning.

Parcel Number: 1617481026

EXHIBIT "B"

Percentages of Undivided Interest in Common Areas and Facilities

<u>SUITE NUMBER</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE INTEREST</u>
1	1,731	14.610%
2	859	7.250%
3	2,168	18.299%
6	1,859	15.690%
7	1,389	11.724%
L1	918	7.748%
L2	1,554	13.116%
L4	364	3.072%
L5	911	7.689%
L6	95	.802%
Total square feet	11,848	100.000%

EXHIBIT "C"

BYLAWS

See attached.

BYLAWS
OF
HIGHLAND PARK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is HIGHLAND PARK CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation in the State of Utah shall be located at 1955 South 1300 East, Suite 1, Salt Lake City, Utah 84105, but meetings of Owners and members of the Management Committee may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Management Committee.

ARTICLE II
DEFINITIONS

Section 2.1 "Association" shall mean and refer to Highland Park Condominium Association, Inc., a Utah non-profit corporation, its successors and assigns.

Section 2.2 "Common Areas" shall have the meaning ascribed to such term in the Declaration.

Section 2.3 "Declaration" shall mean and refer to the Declaration of Condominium applicable to the Property recorded in the Office of the Recorder of Salt Lake County, State of Utah, and amendments thereto.

Section 2.5 "Owner" or "Owners" when referring to all or more than one Owner as the context requires, shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

Section 2.6 "Property" shall mean and refer to that certain real property described in the Declaration of Condominium, as amended, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.7 "Unit" shall mean and refer to a separate physical part of the Property intended for independent use, consisting of rooms or spaces located in a Building upon the Subject Property and the Percentage Interest appurtenant thereto.

ARTICLE III
MEETING OF OWNERS

Section 3.1 Annual Meetings. Annual meetings of the Owners shall be held on the second Tuesday of September of each year commencing in the year 2014, and each subsequent regular annual meeting of the Owners shall be held on the same day of the same month of each year thereafter, at the hour of 12:00 o'clock, p.m., or at such other date or time as the Management Committee may determine. If the day for the annual meeting of the Owners is a legal holiday, the meeting will be held at the same hour on the first Tuesday following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Owners may be called by or at the request of the president or by the Management Committee, or upon written request of the Owners holding one-fourth (1/4) of the Percentage Interests.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by personal delivery or by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Owner entitled to vote thereafter addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Owners hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At each scheduled meeting called the presence of Owners or of proxies entitled to cast fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at a scheduled meeting, such meeting may be adjourned pending notice of subsequently scheduled meeting at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequently scheduled meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Unit.

Section 3.6 Voting. Since a Unit Owner may be more than one person, if only one of such person is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that Unit. But if more than one of such person is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Unit may not be divided between Owners of such Unit or with respect to matters before the Association; all such votes appurtenant to any one Unit shall be voted in one block.

ARTICLE IV
MANAGEMENT COMMITTEE: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of the Association shall be managed by a

Management Committee made up of all owners in good standing.

Section 4.2 Term of Office. Each owner shall serve as a member of the Management Committee as long they are owners of a unit.

Section 4.3 Removal. Any member of the Management Committee may be removed from the Management Committee, with or without cause, by a Simple Majority Vote of the Owners of the Association.

Section 4.4 Compensation. No member of the Management Committee shall receive compensation for any service he may render to the Association. However, any such member may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The members of the Management Committee shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all such members. Any action so approved shall have the same effect as though taken at a meeting of the Management Committee.

ARTICLE V MEETINGS OF THE MANAGEMENT COMMITTEE

Section 5.1 Regular Meetings. Regular meetings of the Management Committee shall be held periodically with notice, at such place and hour as may be fixed from time to time by the members of the Management Committee. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meetings. Special meetings of the Management Committee shall be held when called by the president of the Association, or by any two (2) members of the Management Committee after not less than three (3) days notice to each such member.

Section 5.3 Quorum. A majority of the number of members of the Management Committee shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the members of the Management Committee present at a duly held meeting at which a quorum is present shall be regarded as the act of the Management Committee.

ARTICLE VI POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE

Section 6.1 Powers. The Management Committee shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, if any, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Ownership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Management Committee to be vacant in the event such Owner shall be absent from three (3) consecutive regular meetings of the Management Committee; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, any of which may be a member of the Management Committee, and to prescribe their duties.

Section 6.2 Duties. It shall be the duty of the Management Committee to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners, or at any special meeting when such statement is requested in writing by Owners owning one-fourth (1/4) of the Percentage Interests;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) create and adopt a budget and thereafter fix the amount of the annual assessment against each Unit at least fifteen (15) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period;

(3) foreclose the lien against any Unit for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same; and

(4) maintain, separately from the operating account of the Association, a bank account for reserves for the replacement of common areas as provided in the Declaration, which account shall require the signature of two members of the Management Committee and which shall require that all statements with respect thereto be directly forwarded to the Association, and not a manager.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Management Committee for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be

bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained;

(h) maintain current copies of the Declaration, Articles of Incorporation of the Association, these Bylaws, other agreements or instruments involving the Association, and rules and regulations adopted by the Association; and

(i) maintain the books and financial records of the Association, and cause the financial statements of the Association for the preceding fiscal year to be audited and made available to the holder, insurer or guarantor of any first mortgage secured by a Unit, upon request of the same.

Section 6.3 Availability of Documents. The copies of the Declaration, Articles, Bylaws, rules and regulations and other books and records shall be available for inspection during normal business hours of the Association, for inspection by Owners, or by first Mortgagees (and holders, guarantors, or insurers thereof).

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Offices. The officers of this Association shall be a president, a secretary, and a treasurer, who shall at all times be Members of the Management Committee, and such other officers as the Management Committee may from time to time by resolution create.

Section 7.2 Appointment of Officers. The appointment of officers shall take place at the annual meeting of the Owners. Such officers shall be the current members of the Management Committee, the President being the member of the Management Committee whose surname appears first alphabetically, the Secretary being the member whose surname appears second alphabetically, and the Treasurer being the member whose name appears third alphabetically.

Section 7.3 Term. The officers of this Association shall be appointed annually as follows: (1) the member of the Management Committee serving as President shall retire; (2) the Secretary for the prior year shall be appointed President for the current year; (3) the Treasurer for the prior year shall be appointed the Secretary for the current year; and (4) the new member appointed pursuant to Section 4.2 above shall be appointed the Treasurer for the current year. Each officer shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4 Special Appointments. The Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Management Committee may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Management Committee. Any officer may resign at any time giving written notice to the Management Committee, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it

effective.

Section 7.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the same procedure set forth Sections 4.3 and 7.3. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices. No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 7.4 of this Article.

Section 7.8 Duties. The duties of the officers are as follows:

President

The president shall preside at all meetings of the Management Committee; shall see that orders and resolutions of the Management Committee are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

The secretary shall record the votes and keep the minutes of all meetings, if any, and proceedings of the Management Committee and of the Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the Owners of the Association together with their addresses, and shall perform such other duties as required by the Management Committee.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Management Committee; shall sign all checks and promissory notes of the Association; keep proper books of account; if the Management Committee deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Ownership at its regular annual meeting, and deliver a copy of each to the Owners.

**ARTICLE VIII
COMMITTEES**

The Management Committee may, if it elects, appoint a Nominating Committee, as provided in these Bylaws. In addition, the Management Committee may appoint other committees as deemed appropriate in carrying out its purposes.

**ARTICLE IX
ASSESSMENTS**

As more fully provided in the Declaration, each Owner is obligated to pay to the

Association annual and special assessments which are and will be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date of delinquency at the rate of eighteen percent (18%) per annum, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. The Management Committee shall have discretion to waive interest in the settlement of such an action but shall not waive its attorneys' fees without consent of all Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

**ARTICLE X
CORPORATE SEAL**

The Association may obtain a seal, in such form as the Association may elect, having the name of the corporation, the year of incorporation, and the words "Corporate Seal".

**ARTICLE XI
AMENDMENTS**

Section 11.1 These Bylaws may be amended, at a regular or special meeting of the Owners, by Owners holding sixty-seven percent (67%) of the Percentage Interests, in person or by proxy.

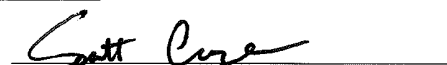
Section 11.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.


**ARTICLE XII
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Officers of Highland Park Condominium Association, Inc., have executed these Bylaws this 24th day of November, 2014.


Richard B. Barnes, President


Scott S. Cruze, Secretary


Jeff Knight, Vice President

CONSENT OF OWNERS

The undersigned, representing Owners of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities, do hereby consent to and approve the Amended & Restated Declaration of Condominium for Highland Park Plaza Condominium, dated November 24, 2014, to which this Consent is attached (the "Amended Declaration"), and hereby agree to be bound and governed by such Declaration. Furthermore, the undersigned Owners hereby consent to and approve the Bylaws, attached to the Declaration as Exhibit "C," and the formation of the Highland Park Condominium Association, Inc., a Utah non-profit corporation, as a property owners association governed by the Act.

The undersigned Owners hereby authorize each of the officers of the Association, in the name and on behalf of the Association, to take or cause to be taken any and all such actions, to execute, deliver, acknowledge, publish and file or cause to be executed, delivered, acknowledged, published or filed any and all such certificates, articles, declarations, agreements, instruments, agreements, and other documents, which are referenced in or reasonably required in connection with the recording of the Amended Declaration, and furthermore, to pay or cause to be paid any and all such fees and expenses, in each case as such officers or officer may deem necessary or advisable. This Consent of Owners may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

DATED November 24, 2014.

Unit 1:

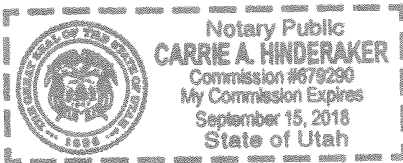
HDC ENTERPRISES, L.L.C., a Utah limited liability company

By: 
Richard B. Barnes, Manager

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

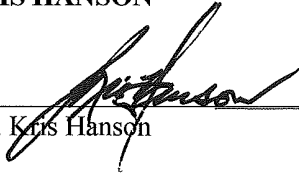
On this 24th day of NOV, 2014, before me personally appeared Richard B. Barnes, who acknowledged himself to be the Manager of HDC ENTERPRISES, L.L.C., and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Manager thereof.


NOTARY PUBLIC



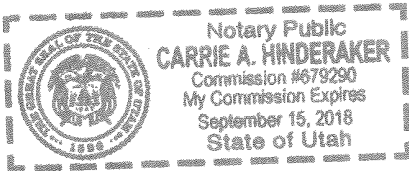
Unit2:

J.KRIS HANSON

By: 
J. Kris Hanson

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

On the 24th day of NOV., 2014, before me personally appeared J. Kris Hanson, who acknowledged himself to be the same and executed the foregoing instrument for the purposes therein contained.




NOTARY PUBLIC

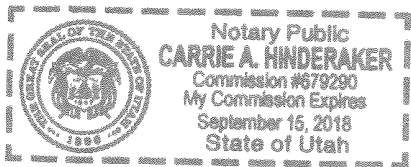
Unit 3:

MELVIN K. KNIGHT

By: 
~~Melvin K. Knight~~
JEFF

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

On the 24th day of Nov, 2014, before me personally appeared ~~Melvin K. Knight~~ JEFF, who acknowledged himself to be the same and executed the foregoing instrument for the purposes therein contained.




NOTARY PUBLIC

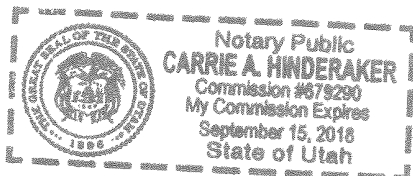
Unit 6:

M AND K RUDD COMPANY, LLC, a Utah limited liability company, aka M & K RUDD COMPANY, LLC

By: Mitchell G. Rudd
Mitchell G. Rudd, Manager

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

On this 24th day of Nov, 2014, before me personally appeared Mitchell G. Rudd, who acknowledged himself to be the Manager of M & K RUDD COMPANY, LLC, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Manager thereof.



Carrie A. Hinderaker
NOTARY PUBLIC

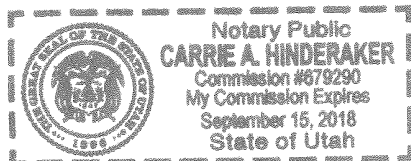
Unit 7:

SCOTT CRUZE

By: Scott Cruze
Scott S. Cruze

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

On this 26th day of NOV, 2014, before me personally appeared Scott Cruze, who acknowledged himself to be Scott Cruze, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation as Manager thereof.



Carrie A. Hinderaker
NOTARY PUBLIC

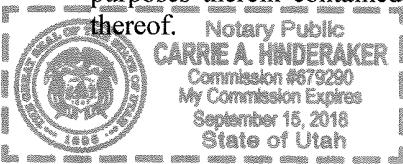
Unit L1:

ZHEN ZHE EAST LLC, a Utah limited liability company

By: George Pearson
George Pearson, Manager

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

On this 24th day of NOV, 2014, before me personally appeared George Pearson, who acknowledged himself to be the Manager of ZHEN ZHE EAST LLC and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Manager thereof.



Carrie A. Hinderaker
NOTARY PUBLIC

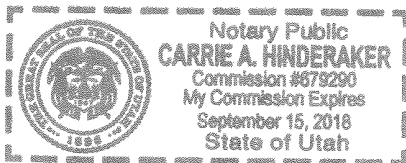
Unit L1:

CRAIG B THEURER, TRUSTEE OF THE CBT TRUST

By: Craig B. Theurer
Craig B. Theurer, Trustee

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

On the 24th day of NOV, 2014, before me personally appeared Craig B. Theurer, who acknowledged himself to be the same and executed the foregoing instrument for the purposes therein contained.



Carrie A. Hinderaker
NOTARY PUBLIC

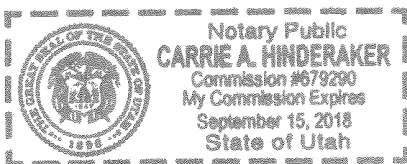
Unit L2:

HAYDEN RIVER VALLEY, LLC, an
Arizona limited liability company

By: 
Jared M. Theurer, Manager

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

On this 24~~th~~ day of NOV, 2014, before me personally appeared Jared M. Theurer, who acknowledged himself to be the Manager of HAYDEN RIVER VALLEY, LLC, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Manager thereof.




NOTARY PUBLIC

Units L4 & L6:

BOB A. BARNEY

By: _____
Bob A. Barney

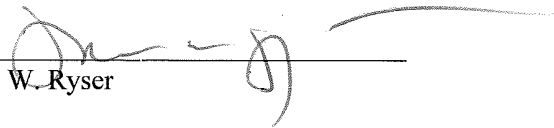
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2014, before me personally appeared Bob A. Barney, who acknowledged himself to be the same and executed the foregoing instrument for the purposes therein contained.

NOTARY PUBLIC

Unit L5:

RALPH W. RYSER, DMD, PC

By: 
Ralph W. Ryser

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

On the 2nd day of Dec., 2014, before me personally appeared Ralph W. Ryser, who acknowledged himself to be the same and executed the foregoing instrument for the purposes therein contained.


NOTARY PUBLIC

