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Request of SECURITY TITLE COMPANY  
Fee Paid, KATIE L DIXON  
Recorder, Salt Lake County, Utah  
4440 By [Signature] Deputy  
Ref: \_\_\_\_\_

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS, AND BY-LAWS  
FOR

SALT LAKE EYE CLINIC

SECURITY TITLE COMPANY

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration:", and the By-laws which are attached hereto and made a part hereof made and executed in Salt Lake County, Utah this 7th day of February, 1975, by JEROME H. MOONEY, THOMAS WALSTER, and DUNCAN MCDONALD, hereinafter called "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1, et.seq.; (1953 as amended), hereinafter referred to as "Condominium Ownership Act."

WITNESSETH:

WHEREAS, Declarant is the owner of certain land located in Salt Lake City, Utah, hereinafter referred to as the "Land" and more particularly described in Paragraph 3A of this Declaration which is attached hereto and made a part hereof; and

WHEREAS, the aforesaid property consists of the land above-described, together with a certain residential and commercial building, and certain other improvements heretofore or hereafter to be constructed upon said premises; and

WHEREAS, Declarant has constructed or will construct a residential and commercial building and other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith.

WHEREAS, Declarant desires, by filing this Declaration and the aforesaid Record of Survey Map, to submit the above-described real property and the said building and other improvements being constructed or to be constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as the Salt Lake Eye Clinic; and

WHEREAS, Declarant desires and intends to sell the fee title to the individual units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends by filing this Declaration and the Record of Survey Map to submit the property to the provisions of the aforesaid act as a condominium property and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof;

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this condominium project which pursuant to the provisions of Utah Code Annotated Section 57-8-10 (1953 as amended) shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the condominium property:

The name by which the condominium property shall be known is "Salt Lake Eye Clinic."

2. Definitions:

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context indicates a different meaning therefor:

A. "Declarant" shall mean Mooney Real Estate, Inc., a Utah Corporation, as Trustee, which has made and executed this Declaration;

B. The term "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated Section 57-8-1, et. seq. (1953 as amended);

C. The term "Condominium" shall mean and refer to the ownership of a single unit in this condominium project, together with an undivided interest in common areas and facilities of the property;

D. The term "Declaration" shall mean this instrument by which the Salt Lake Eye Clinic is established;

E. The term "property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith;

F. The term "condominium project" shall mean and refer to the entire real estate condominium project referred to in this Declaration;

G. The term "Record of Survey Map" shall mean and refer to the Record of Survey Map of the Salt Lake Eye Clinic, recorded herewith by Declarant in accordance with Utah Code Annotated Section 57-8-13 (1953 as amended); dated the *4<sup>th</sup>* day of *February*, 197*6*, consisting of *3* sheets, and prepared and certified to by *Robert B. Jones* a duly registered Utah Land Surveyor.

H. The term "unit" shall mean and refer to one of the units contained or to be contained within the Project comprising one of the respective parts of the Project which is designated as a Unit on the Record of Survey Map and on Exhibit "A" attached hereto and by reference made a part hereof, and which is intended to be independently owned, encumbered and conveyed, including the walls and partitions which are wholly contained within a designated Unit and the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings. Unless a wall on the perimeter of a Unit separates and is common to two or more Units, such perimeter wall shall, except for the finished surface thereof which is on the interior of a Unit, constitute a part of the Common Areas and Facilities. Such finished

surface shall be a part of the Unit to which it relates. A wall on the perimeter of a Unit which separates such Unit from, and is common to, another Unit shall, from and including the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall include any walls or partitions which are wholly contained within its perimeters and the surfaces of any floors and ceilings which bound it. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit.

I. The term "unit owner" or "owner" shall mean the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities appurtenant thereto. The declarant shall be deemed the owner of all unconstructed or unsold units. In the event a unit is the subject of an executory contract of sale, the contract purchaser shall, 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 committee membership.

J. The term "association of unit owners" shall mean and refer to all of the unit owners acting as a group in accordance with the Act, the Declaration and By-Laws;

K. The term "unit number" shall mean and refer to the number designating the unit in the Declaration and in the Record of Survey Map;

L. The terms "majority" or "majority of the unit owners" shall mean the owners of more than fifty per cent in the aggregate in interest of the undivided ownership of the common areas and facilities;

M. The term "management committee" shall mean and refer to a committee composed of persons duly elected thereto by the association of unit owners, as provided by this Declaration,

in accordance with the By-Laws hereto attached as Appendix B. Said committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the property;

N. The term "Manager" shall mean and refer to the person, persons or corporation selected by the management committee to manage the affairs of the condominium project;

O. The term "common areas and facilities" shall mean and refer to:

(1) The above described land;

(2) That portion of the condominium project not specifically included in the respective units as herein defined;

(3) All foundations, columns, girders, beams, supports, mainwalls, roof, exterior walkways, parking areas, service streets, stalls, social center, recreational areas and facilities, yards, gardens, fences, all installations of power, lights and other utilities to the outlets, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance and safety of the common area, or normally in common use;

(4) Those common areas and facilities specifically set forth and designated as such in the Map;

(5) All common areas and facilities as defined in the Act, whether or not expressly listed herein except that portion of the condominium project included in the respective units.

P. The term "limited common areas and facilities" shall mean and refer to those common areas and facilities designated in the Declaration and the Map as reserved for use of a certain unit or units to the exclusion of the other units including but not limited to balconies, patios, parking spaces,

waiting areas, and hallways designated in the Map.

Q. The term "common expenses" shall mean and refer to all expenses of administration, maintenance, repair, or replacement of the common areas and facilities; to all items, things and sums described in the Act which are lawfully assessed against the unit owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the condominium project as the association of unit owners or the management committee may from time to time adopt, and such determinations and agreements lawfully made and/or entered into by the management committee.

R. Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as is expressly set forth herein and made a part hereof.

S. The term "Residential units" shall mean those units so designated in the Record of Survey Map and meant for housing and recreation for the unit owner, their respective families, tenants, guests and servants in accordance with the provisions of the Utah Condominium Ownership Act.

T. "Professional Suite Units" shall mean those units so designated in the Record of Survey Map and meant for commercial use by medical professionals and related activities.

3. Submission:

A. Description of Land;

Declarant hereby submits to the provisions of the Act the following described real property situated in the City and County of Salt Lake, State of Utah:

Commencing at a point 49 feet West from the Northeast corner of Lot 6, Block 56, Plat "B", Salt Lake City Survey, and running thence West 129 feet; thence South 122-1/2 feet; thence East 129 feet; thence North 122-1/2 feet to the place of beginning. Also Beginning at a point

132-1/2 feet South and 122-1/2 feet West from the Northeast corner of said Lot 6, and running thence West 25 feet; thence South 30 feet; thence East 25 feet; thence North 30 feet to the place of beginning. Together with a right of way so far as the same is appurtenant to the above described tracts over the following: Beginning at a point 122-1/2 feet South from the Northeast corner of said Lot 6, and running thence South 10 feet; thence West 270 feet; thence North 10 feet; thence East 270 feet to the place of beginning.

B. General description of buildings;

The improvements are now or will be located upon the above described property as indicated in the Record of Survey Map. The Record of Survey Map shows the number of stories, the number of units which are to be contained in the building. The building will be six (6) stories including a basement story comprised of wood frames with brick veneer exterior.

All other details involving the respective descriptions and locations of the building and a statement of the number of stories, number of units and the principal materials of which the building is or is to be constructed and other like details are set forth in the Record of Survey Map which is simultaneously filed of record and incorporated herein by reference.

C. Description of units;

The units are described in paragraph 2H of this declaration and in the Record of Survey Map.

D. Description of common areas;

The common areas are described and identified in paragraph 2-O of this declaration and in the Record of Survey Map. The percentage of undivided interest in the common area appurtenant to a unit shall not be separated from the unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of the undivided interest shall automatically accompany the transfer of the unit to which it relates.

E. Description of limited common areas and facilities;

Each unit owner is hereby granted on irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of all the common areas and facilities including but not limited to a balcony and/or patio and parking space or spaces which are intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to each unit, together with such hallways and commercial waiting areas which his unit shares with other specified units to the exclusion of the remaining units as indicated in the Record of Survey Map.

4. Covenants to run with the land:

This Declaration containing covenants, conditions, and restrictions relating to the project shall be enforceable equitable servitudes and shall run with the land and this Declaration and servitudes shall be binding upon Declarant, its successors and assigns, and upon all owners of subsequent owners or subsequent owners of all or any part of the condominium project, and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees, and assigns.

5. Purposes:

The purposes of the condominium property are:

A. Residential units - To provide housing for the owners and their respective families, tenants, guests, and servants in accordance with the provisions of the Utah Condominium Ownership Act.

B. Professional Suite units - To provide commercial locations for the dispensing of medical and medical related services and products by the unit owner and their respective agents, employees and tenants to the general public.

6. Restrictions on use:

The units and common areas and facilities shall be used and occupied as follows:

A. Residential units.

1. No part of the condominium property shall be used for other than housing and related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the management committee except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the management committee. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

4. No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the management committee.

5. No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities,

except that dogs, cats and other household pets may be kept in units, subject to the rules adopted by the association of unit owners provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) days' written notice from the management committee.

6. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

7. Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

9. There shall be no playing, lounging or parking or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in or on any part of the common areas and facilities.

10. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes shall be conducted, maintained, or permitted on any part of the residential condominium property except such as may be permitted by the management committee and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be main-

tained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that

- (a) the Declarant may perform or cause to be performed such work as is incident to the completion of the development of the condominium property, or to the sale or lease of units owned by the Declarant;
- (b) the Declarant or its agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property as may be required to facilitate the sale or lease of unsold units;
- (c) the association of unit owners or the management committee or its agent or representative may place "For Sale" or "For Rent" signs on any unit or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgagee or the association of unit owners; and
- (d) a unit owner with respect to a unit, and the association of unit owners or management committee or its agent or representative with respect to the common areas and facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work, required or permitted by this Declaration.

B. Professional Suite Units.

1. No part of the condominium property shall be used for other than professional medical or medical related services and/or the dispensing of medical related products.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the management committee except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the buildings or contents thereof beyond that customarily applicable for commercial use, without the prior written consent of the management committee. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of

insurance on any building, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste shall be committed in the common areas and facilities.

4. Each professional suite shall be allowed one sign not to exceed 6" x 30" which sign shall be located in the Professional Suite Limited Common area except Suites C-4 & B-4 which may be in the Hallway.

5. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities, nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

6. Nothing shall be done in any unit or in, on or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

7. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

7. Ownership and use:

A. Ownership of a unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix A hereof.

B. Prohibition against subdivision of unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as shown on the Map.

C.Ownership of common areas and facilities. The common areas and facilities shall be owned by the unit owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities.

D.Use of common areas and facilities. Except with respect to limited common areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to this Declaration, the By-Laws, which right of use shall be appurtenant to and run with his unit.

E.Interest in common areas and facilities. The percentage of interest in the common areas and facilities of each unit has been determined by the Declarant on the basis of value in accordance with the Utah Condominium Ownership Act which percentages are contained in Appendix A hereof.

F.Use of limited common areas and facilities. A unit owner's use and occupancy of the limited common areas and facilities reserved for his unit shall be subject to and in accordance with this Declaration and the By-Laws. The association of unit owners shall maintain the limited common areas.

8. Agent for service of process:

The name and address of the person in Salt Lake County, State of Utah appointed as the first agent to receive service of process in matter pertaining to the property as provided under the Utah Condominium Ownership Act is:

Jerome H. Mooney  
352 South Third East  
Suite 1  
Salt Lake City, Utah 84111

The agent may be changed from time to time by filing appropriate instruments.

9. Percentage of ownership and voting rights:

The percentage of ownership in the common areas and facilities of the condominium shall be for all purposes, including voting. The common expenses shall be allocated among the unit owners in accordance therewith. The percentage of ownership in the common areas and facilities shall be as set forth in Appendix A.

10. Easements:

A. The management committee may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along, on and through any portion of the common areas and facilities.

B. An easement in favor of each unit owner is hereby established, to permit such owner to attach draperies, pictures, mirrors and like decorations and furnishings to the interior surfaces of the perimeter and interior walls and ceilings.

C. Each unit shall be subject to such easement as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

D. In the event that, by reason of the construction, reconstruction, settlement or shifting of any building, any part of the common areas and facilities encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided,

however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or in favor of the unit owners as owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

11. Management.

The business, property and affairs of the Salt Lake Eye Clinic shall be managed by a management committee consisting of three (3) members who are unit owners in the project to be elected as provided in the By-Laws. Such management committee shall have all the powers, duties and responsibility as are now or may hereafter be provided by the Act, this Declaration, the By-Laws and/or any amendments subsequently filed thereto; provided, however, that the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor. Notwithstanding anything herein contained to the contrary, Declarant alone shall be entitled to select two management committee members as set forth in the By-Laws until the completion and sale of all units of the project, or until two years from the date of recording which ever shall first occur.

The management committee shall have the authority to provide such facilities, in addition to those for which provision has already been made as it may deem to be in the best interest of the unit owners and to effect the necessary amendment of documents and maps in connection therewith.

The management committee shall be known by such name or designation as it, or the unit owners, at any meeting may assign.

12. Change in ownership.

Whenever there is a change of ownership of a unit and its appurtenant rights, for whatever, reason,

the management committee or manager may require as condition to recognizing the new unit owner or owners as such, that the new unit owner or owners furnish evidence substantiating the new ownership.

13. Assessments.

Every unit owner shall pay his proportionate share of the common expenses. Payment thereof shall be in such amounts and at such times as the management committee determines in accordance with the Act, the Declaration or the By-Laws. There shall be a lien for nonpayment of common expenses as provided by Utah Code Annotated Section 57-8-20 (1953 as amended).

In assessing unit owners or requiring them to pay for the building improvements and other improvements of the common areas and facilities following the execution of the Declaration, it is agreed that no assessment for a single improvement in the nature of the capital expenditure exceeding the sum of \$2,500.00 in cost shall be made without the same having been first voted on and approved by owners of 75 percent or more of the undivided interests in the common areas and facilities. The foregoing sentence shall not apply in connection with the replacement or reconstruction occasioned by fire or other casualty.

14. Destruction or damage.

In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

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

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

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

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by vote of at least 75% elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project of any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 14 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 14 regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph 14 shall be the average of the two closest appraisal figures.

15. Taxes.

It is understood that under Utah Code Annotated Section 57-8-27 (1953 as amended) each unit, and its percentage of undivided interest in the common areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes

authorized by law, and that as a result thereof, no taxes will be assessed or payable against the project as such. Each unit owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the common areas and the facilities.

16. Insurance.

The management committee shall secure and maintain the following insurance coverage on the condominium project:

A. Fire and extended coverage. A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the buildings, units and common areas and facilities, which said policy or policies shall provide for a separate loss payable in favor of the mortgagees of each unit if any.

B. Liability coverage. A policy or policies insuring the management committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to the unit owners, incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the unit owners. Limits of liability under such insurance shall not be less than \$100,000.00/\$300,000.00 for bodily injury; and shall not be less than \$10,000.00 for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

C. Workmen's compensation to the extent necessary to comply with any applicable laws.

D. Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similiar in construction, design and use.

E. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the management committee or its authorized representative.

F. Each unit owner may obtain additional insurance at his own expense; provided, however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the management committee, in behalf of all the unit owners, may realize under any insurance policy which the management committee may have in force on the project at any particular time.

17. Payment of expenses.

Each unit owner shall pay the management committee his allocated protion of the cash requirement deemed necessary by the management committee to manage and operate the condominium project upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management committee, and if the unit owner shall fail to pay any installment within one month of the time when the same becomes due, the owner shall pay interest thereon at the rate of ten percent per annum from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the management committee from time to time shall determine, in its judgment, is to be paid by the owners of condominium project then in existence to enable the management committee to pay all estimated expenses and outlays of

the management committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements which sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping and the care of grounds repairs and renovations to common areas and facilities, social center, recreational facilities, snow removal, wages, water and charges, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the condominium project. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or become payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

That portion payable by the unit owner in and for each year or for a portion of a year shall be a sum within the limits and on the conditions hereinabove provided determined as follows:

(a) A sum bearing to the aggregate amount of the cash requirements for such year common to both professional unit and residential unit usage the same ratio as the unit owns an undivided interest in the common area together with either;

(b) A sum bearing to the aggregate amount of the cash requirements for such year common to only professional suite units the same ratio as the unit owns an undivided interest with respect to all professional suite units; or

(c) A sum bearing to the aggregate amount of the cash requirements for such year common to only the residential units the same ratio as the unit owns an undivided interest with respect to all residential units;

(d) Together with any additional sums occurring under this Declaration such payments shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee and such times as shall be provided by the management committee.

The management committee shall have discretionary powers to prescribe the manner of maintaining and operating the condominium project and to determine the cash requirements of the management committee to be paid as aforesaid by the owners under this Declaration, and which cash requirements shall be deemed common, which common only to professional suites, which common to residential units or the proportional allocation to either. Every such reasonable determination by the management committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the owners, and any expenditures made by the management committee, within the bounds of the Act and this Declaration shall as against the owner be deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the unit and shall default for a period of one month in the payment of any assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the unit the rent due or becoming due and payment of such rent to the management

committee shall be sufficient payment and discharge of such tenant or sub-tenant and the owner to the extent of the amount so paid.

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner plus interest at ten percent per annum, and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

A. Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and,

B. Encumbrances on the owner's interest in the unit (and common areas and facilities) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrancer or prospective encumbrancer of a condominium upon request at a reasonable fee not to exceed ten dollars. Unless the request for a certificate of indebtedness shall be complied within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien

held by the person making the request. Any encumbrancer holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrancee shall have a lien on such condominium for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such certificate has been so recorded, or other satisfaction thereof, the management committee shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the management committee or by a bank or trust company or title insurance company authorized by the management committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of power of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

In the event of foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The management committee or manager shall have the power to bid the condominium at foreclosure or other sale and to hold, lease, mortgage and convey the condominium.

18. Mortgage protection.

Notwithstanding all other provisions thereof:

A. The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by

any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 17 hereof on the interest of the purchaser as such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;

C. By subordination agreement executed by a majority of the management committee, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

19. Maintenance of units.

Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the unit owner shall repair all injury or damages to the unit, or condominium project caused by the act, negligence or carelessness of the unit owner or that of any lessee or sub-lessee or any member of the unit owner's family or of the family of any lessee or sub-lessee or any agent, employee or guest of the owner or his lessee or sub-lessee and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the unit owner shall be

responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, airconditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the unit. The management committee shall be responsible for maintenance and up keep of all parking areas including garage areas. Without the written permission of the management committee first had and obtained, the unit owner shall not make or permit to be made any structural alteration, improvement or addition in or to the unit, patios, balconies, and garage, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his unit is located.

20. Right of entry.

The management committee and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit or any other part of the project, whether or not the unit owner or occupant thereof is present at the time. The committee and its duly authorized agents shall also have the right to enter into any and all of said units at all reasonable times as required for the purpose of making necessary repairs upon the common areas and facilities of the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations, located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner affected by such entry shall first be notified thereof if available and if time permits.

21. Administrative rules and regulations.

The management committee shall have the power to adopt and establish by resolution such building management and

operational rules as it may deem necessary for the maintenance, operation, management and control of the project, the committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the unit owners such amendment, alteration and provision shall be taken to be a part of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the condominium.

22. Obligation to comply herewith.

Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws, and the rules and regulations, all agreements and determination lawfully made and/or entered into by the management committee or the unit owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof, shall be ground for an action by the management committee to recover any loss or damage resulting therefrom or injunctive relief.

23. Indemnification of management committee.

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said committee. Except a member of the management committee shall not be indemnified for any act which constitutes gross negligence or willful misconduct or fraud.

24. Transfer or lease of units:

Any unit owner, other than the Declarant who wishes to sell or lease his ownership interest or any interest therein (or any lessee of any ownership interest wishing to assign or sublease such ownership interest) to any person shall give to the management committee, not less than fifteen (15) days prior to the date of the proposed sale or lease, written notice of the terms of any proposed sale or lease, together with his name and address, the unit of which he is the owner and which is to be the subject matter of the proposed sale or lease the name and address of the proposed purchaser or lessee, the amount deemed by him to constitute the fair market value of such ownership interest, and the amount of any liens and encumbrances thereon. The management committee shall at all times have the first right and option to purchase or lease such ownership interest or interest therein upon the same terms, which option shall expire fifteen (15) days after the date of receipt by it of such notice. If said option is not exercised by the management committee within the aforesaid option period, the owner or lessee may, upon the expiration of said option period, contract to sell or lease (or sublease or assign) such ownership interest or such interest therein to the proposed purchaser or lessee named in such notice upon the terms specified therein. The Management Committee, upon written request of any prospective seller, buyer, lessor, tenant or mortgagee, shall furnish a duly acknowledged certificate of compliance with, or a waiver of, the provisions of this Paragraph 24. Such certificate shall be conclusive evidence of the facts stated herein.

The provisions of this Paragraph 24 shall not apply to any transfer, sale or assignment which occurs as a result of a mortgagee's exercise of its rights under a mortgage whether through foreclosure, deed or assignment in lieu of foreclosure, or exercise of a power of sale under a trust deed. In the event

a mortgagee becomes the owner or possessor of a unit as a result of its exercise of such rights, the provisions of this Paragraph 24 shall not apply to any subsequent transfer, sale or assignment of the unit by such mortgagee.

Notwithstanding the provisions of this Paragraph 24, the failure to comply with the terms hereof shall in no event effect the validity of a transfer of a unit or an interest therein to a person for value, whether or not such person has actual notice of the requirements of this Paragraph 24.

25. Miscellaneous Provisions. Notwithstanding anything to the contrary herein contained, it is hereby declared, certified and agreed as follows:

A. Mortgagee's Right of Notification of Default.

Any holder of a mortgage is entitled to written notification from the management committee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration which is not cured within thirty (30) days.

B. Priority of Mortgagee Over Certain Assessments.

Any holder of a mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

C. Certain Prohibitions Imposed on Unit Owners.

Unless all holders of first mortgage liens on individual Units have given their prior written approval, the unit owners shall not:

1. Change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common areas and proceeds of the project.

2. Partition or subdivide any unit or the common areas of the project.

3. By act or omission seek to abandon the condominium status to the project except as provided by statute in case of substantial loss to the units and common areas of the project.

26. Amendment.

The unit owners shall have the right to amend this Declaration and/or the Record of Survey Map upon the approval and consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities. Any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that the unit owners representing at least two-thirds (2/3) of the undivided interests in the common areas and facilities have approved and consented to any such amendment.

27. Severability.

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained therein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections has not been inserted.

28. Gender.

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply





APPENDIX A.

<u>UNIT #</u>	<u>% PROFESSIONAL LTD. COMMON AREA</u>	<u>% RESIDENTIAL LTD. COMMON AREA</u>	<u>% OF COMMON AREA</u>
B1	13.26	----	06.80
B2	12.48	----	06.40
B3	13.35	----	06.85
B4	10.28	----	05.27
C1	13.29	----	06.81
C2	12.55	----	06.43
C3	13.36	----	06.85
C4	11.43	----	05.86
D/E1	-----	10.80	05.26
D/E2	-----	09.47	04.61
D/E3	-----	12.49	06.09
D/E4	-----	13.39	06.52
D/E5	-----	09.22	04.49
D/E6	-----	11.20	05.46
D/E7	-----	13.39	06.53
D/E8	-----	09.46	04.61
D/E9	-----	10.58	05.16
	<hr/> 100.0	<hr/> 100.0	<hr/> 100.0

APPENDIX B

BY-LAWS  
OF  
SALT LAKE EYE CLINIC

I.

IDENTITY

These are the By-Laws of the Salt Lake Eye Clinic, duly made and provided for in accordance with Utah Code Annotated Section 57-8-16 (1953 as amended) of the Utah "Condominium Ownership Act".

II.

APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of the Salt Lake Eye Clinic in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said units of the common areas and facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

III

ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the unit owners shall be held in such place within the State of Utah as the management committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The first regular meeting of the unit owners shall be held on the second Saturday in July, 1975. Thereafter, the annual meetings shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the management

committee may by resolution fix the date of the annual meeting on such date or at such other place as the management committee may deem appropriate.

3. Special Meetings. Special meetings of the association of unit owners may be called at any time by written notice signed by a majority of the management committee, or by owners having 30 percent of the total votes, delivered not less than 10 days prior to the date fixed for said meeting. Such meeting shall be held on the project or such other place as the management committee may specify and the notice thereof shall state the date, time and matters to be considered.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each unit owner at the address given by such person to the management committee or the manager for the purpose of service of such notice or to the unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the management committee or manager.

5. Quorum. At any meeting of the unit owners, the owners of more than fifty percent in the aggregate in interest of the undivided ownership of general common areas shall constitute a quorum for any and all purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

6. Voting. When a quorum is present at any meeting, the vote of unit owners representing more than fifty percent in the aggregate in interest of the undivided ownership of general common areas, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which by express provision of the statutes, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five days prior to said annual meeting. Proxies for special unit owners' meetings must be of record with the secretary at least two days prior to said special meeting.

7. Waivers of Notice. Any unit owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such waiver.

#### IV

##### MANAGEMENT COMMITTEE

1. Purpose and Powers. The business, property and affairs of the Condominium shall be managed by its management committee.

2. Composition of Management Committee. The Committee shall be composed of three members. At the first regular Owners meeting two Committee members shall be elected for two-year terms and one member for a one-year term. At each annual Owners meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for

Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the completion and sale of all units or until one year from the date of recording of this document whichever shall first occur, the Declarant alone shall be entitled to select the Committee members at any regular or special meeting called for that purpose, until the first annual meeting of the Owners the members of the Committee shall be the following persons and each shall hold the office indicated opposite his name:

Jerome H. Mooney	President
Duncan K. McDonald	Vice-President
Thomas Walster	Secretary-Treasurer

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit his seat. In the event a Committee seat which was filled by Declarant becomes vacant, whether by reason of forfeiture or due to another cause, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies.

3. Regular Meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual unit owners' meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the management committee may from time to time designate.

4. Special Meetings. Special meetings of the management committee shall be held whenever called by the president, the vice-president, or by three or more members. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.

5. Quorum. A quorum for the transaction of business at any of the management committee shall consist of a majority of the management committee.

6. Compensation. Members of the management committee, as such, shall not receive any stated salary or compensation; provided that nothing herein shall be construed to preclude any member of the management committee from serving the project in any other capacity and receiving compensation therefor. Furthermore, committee members shall be reimbursed for all expenses reasonably incurred in connection with committee business.

7. Waiver of Notice. Before or at any meeting of the management committee, any member thereof may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

8. Adjournment. The management committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than ninety days.

9. Fidelity Bonds. The management committee may require that all officers and employees of the management committee handling or responsible for funds shall require adequate fidelity bonds. The premium on such fidelity bonds shall be paid by the management committee.

V.

OFFICERS

1. Designation and Election. The principal officers of the management committee shall be a president, a vice-president, a secretary-treasurer, all of whom shall be elected by and from the management committee. The management committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the management committee immediately following the annual meeting of the unit owners; provided, however, that elections of officers may be held at any other meeting of the management committee.

2. Other Officers. The management committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the management committee.

4. President. The president shall be the chief executive of the management committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the condominium project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the management committee may require of him. He shall preside at all meetings of the unit owners and the management committee. He shall have all of the general powers and duties which are normally vested in the office of the president of the corporation, including but not limited to,

the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the condominium project.

5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or the vice-president is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be prescribed by the management committee.

6. Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the management committee and of the unit owners; he shall have charge of the books and papers as the management committee may direct; he shall have the responsibility for the funds and securities of the management committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the management committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the management committee in such depositories as may be from time to time designated by the management committee, and shall perform all other duties incident to the office.

7. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the management committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the management committee before the services are undertaken.

## VI.

### ACCOUNTING

1. Books and Accounts. The books and accounts of the management committee shall be kept under the direction of the secretary-

treasurer and in accordance with the reasonable standards of accounting procedures.

2. Reports. At the close of each accounting year, the books and records of the management committee shall be reviewed by a person or firm approved by the unit owners. Report of such review shall be prepared and submitted to the unit owners at or before the annual meeting of the unit owners. Provided, however, that a certified audit by a certified public accountant approved by the unit owners shall be made if at least 75 percent of the owners of undivided interest in the common areas and facilities determine to do so.

3. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the management committee for inspection at reasonable times by any unit owners.

## VII.

### BUILDING RULES

The management committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Salt Lake Eye Clinic and the management committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all unit owners of the condominium project. Provisions of the Utah Condominium Ownership Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

VIII.

AMENDMENT OF THE BY-LAWS

These By-Laws may be altered, amended, or repealed, at any regular meeting of the unit owners or at any special meeting of the unit owners at which a quorum is present or represented by a vote of unit owners, representing at least two-thirds (2/3) of the ownership in the general common areas, having voting power and acting in person or represented by proxy. Provided, that as a condition to any such alteration, amendment or repeal, written notice of the proposed alteration, amendment or repeal shall be given to all unit owners, at least ten days in advance of the meeting.

IX.

OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

1. The management committee shall be responsible for the maintenance, control, operation and management of this condominium project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration under which the Condominium project was established and submitted to the provisions of said Act, these By-Laws and such other rules and regulations as the association of unit owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the management committee.

2. The management committee shall have the power to employ or contract with such persons to arrange for compensation therefore and delegate such authority as is necessary to fulfill the duties and responsibilities of the committee, including contracting management of the project to a management company or professional manager.

X

MANAGEMENT SUBCOMMITTEES

1. The three members of the management committee shall create and head such sub-committees as they feel are necessary to the operation of the property. They shall, however, as a minimum fulfill the following duties and create the following sub-committees:

2. One member of the management committee shall be designated the President and shall preside over all meetings of the management committee.

3. A second member shall be designated a representative of the professional suites. He shall form and head a sub-committee of himself and two other persons, which committee shall decide and control expenditures for and assessments to professional suite owners resulting from use of the professional suite limited common area.

4. The third member shall be a representative of the residential suites, he shall head a residential suite sub-committee, which committee shall make determinations and assessments with regards to use of and assessments for the residential limited common area.

XI

REMOVAL OF MANAGEMENT SUBCOMMITTEE MEMBER

1. A management committee member may be removed at a regular or special meeting called for that purpose by the membership by :

A. In the case of the President by the vote of the unit owners representing the majority of the total presentage of the project.

B. For the member of the management committee designated as the professional suite representative, by vote of those unit owners representing the majority percentage of the professional limited common area,

C. In the case of the residential management committee member, by vote of those unit owners representing a majority of the ownership in the residential limited common area.

APPENDIX C.

SQUARE FOOTAGE SUPPORT OF PERCENTAGES

<u>UNIT</u>	<u>SQ. FT. OF UNIT</u>	<u>SQ. FT. LTD. COMMON</u>	<u>TOTAL SQ. FT.</u>
B1	1230.45	333.82	1564.27
B2	1158.53	314.18	1472.71
B3	1239.39	336.08	1575.47
B4	954.54	258.80	1213.34
C1	1233.76	334.57	1568.33
C2	1164.82	315.94	1480.76
C3	1239.99	336.33	1576.32
C4	1060.66	287.75	1348.41
	<hr/>	<hr/>	<hr/>
	9,517.47	2,517.47	11,799.61
D/E1	1153.54	57.29	1210.83
D/E2	1011.74	50.24	1061.98
D/E3	1334.57	66.26	1400.83
D/E4	1430.36	71.03	1501.39
D/E5	985.23	48.91	1034.14
D/E6	1196.01	59.41	1255.42
D/E7	1430.66	71.03	1501.69
D/E8	1010.59	50.18	1060.77
D/E9	1130.56	56.12	1186.68
	<hr/>	<hr/>	<hr/>
	10,683.26	530.47	11,213.73
TOTAL	19,965.40	3,047.94	23,013.34