

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TODD TOWN HOUSES

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This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration," is made and executed in Utah County, State of Utah, this 2nd day of February, 1972, by Todd Town Houses, a partnership, hereinafter called "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Utah County, State Of Utah, and more particularly described as follows:

Lot #1

Commencing at a point in the boundary of 400 East Street, Orem, Utah, said point being 2177.10 feet North and 28.35 feet East from the South quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°19' West 115.00 feet along said 400 East Street; thence South 89°38' East 135.00 feet; thence South 0°19' East 115.00 feet; thence North 89°38' West 59.00 feet; thence South 0°19' East 10.00 feet; thence North 89°38' West 22.00 feet; thence North 0°19' West 10.00 feet; thence North 89°38' West 54.00 feet to the point of beginning.

Together with and subject to the following right-of-way:

Commencing at a point 2177.10 feet North and 28.35 feet East from the South quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°19' West 10.00 feet; thence South 89°38' East 54.00 feet; thence South 0°19' East 20.00 feet; thence North 89°38' West 54.00 feet thence North 0°19' West 10.00 feet to the point of beginning.

Lot #2

Commencing at a point in the East boundary of 400 East Street, Orem, Utah, said point being 2177.10 feet North and 28.35 feet East from the South quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°38' East 54.00 feet; thence South 0°19' East 10.00 feet; thence South 89°38' East 22.00 feet; thence North 0°19' West 10.00 feet; thence South 89°38' East 59.00; thence South 0°19' East 130.00 feet; thence North 89°38' West along the boundary of 700 North Street, Orem, Utah 125.12 feet; thence along the arc of a 10.00 foot radius curve to the right (chord bearing and distance of said curve being North 44°58.5' West 14.06 feet); thence North 0°19' West along said 400 East Street 120.12 feet to the point of beginning.

Together with and subject to the following right-of-way:

Commencing at a point 2177.10 feet North and 28.35 feet East from the South quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°19' West 10.00 feet; thence South 89°28' East 54.00 feet; thence South 0°19' East 20.00 feet; thence North 89°38' West 54.00 feet; thence North 0°19' West 10.00 feet to the point of beginning.

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1 and

2 WHEREAS, Declarant is the owner of certain Townhouse buildings and
3 certain other improvements heretofore constructed upon the aforesaid
4 premises which property constitutes a "Condominium Project" under the terms
5 of the provisions of the Utah Condominium Ownership Act, (Title 57, Chapter
6 8, Utah Code Annotated, 1953), and it is the desire and the intention of the
7 Declarant to divide the project into condominiums and to sell and convey the
8 same to various purchasers, subject to the covenants, conditions and restric-
9 tions herein reserved to be kept and observed; and

7 WHEREAS, on the 4th day of February, 1972, Declarant filed for
8 record in the office of the County Recorder of Utah County, State of Utah, a
9 certain instrument entitled "Record of Todd Town Houses Plat "A"," herein-
after referred to as "Map," which Map is filed of record herewith; and

10 WHEREAS, Declarant desires and intends by filing this Declaration and
11 the aforesaid Map to submit the above described property and the Townhouse
12 buildings and other improvements constructed thereon, together with all
13 appurtenances thereto, to the provisions of the aforesaid act as a condominium
14 project and to impose upon said property mutually beneficial restrictions
under a general plan of improvements for the benefit of all of said condomin-
iums and the owners thereof,

15 NOW, THEREFORE, the Declarant does hereby publish and declare
16 that all of the property described above is held and shall be held, conveyed,
17 hypothicated, encumbered, leased, rented, used, occupied, and improved
18 subject to the following covenants, conditions, restrictions, uses, limitations,
19 and obligations, all of which are declared and agreed to be in furtherance of a
20 plan for the improvement of said property and the division thereof into
condominiums, and shall be deemed to run with the land and shall be a burden
and a benefit to Declarant, its successors, assigns, and any person acquiring
or owning an interest in the real property and improvements, their grantees,
successors, heirs, executors, administrators, devisees and assigns.

21 1. Definitions: Certain terms as used in this Declaration shall be
22 defined as follows; unless the context clearly indicates a different meaning
therefor:

23 (a) "Declarant" shall mean Todd Town Houses, a partnership
24 which has made and executed this Declaration;

25 (b) "Declaration" shall mean this instrument by which the Todd
26 Town Houses Project is established as provided for under the Utah
Condominium Ownership Act;

27 (c) "Project" shall mean the entire parcel of real property
28 referred to in this Declaration to be divided into condominiums,
including all structures thereon;

29 (d) "Map" shall mean the Record of Todd Town Houses Plat "A"
30 filed for record herewith by Declarant;

31 (e) "Unit" shall mean the elements of a condominium which are
32 not owned in common with the Owners of other condominiums in the
project as shown on the Map. The boundary lines of each Unit are the

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1 interior surfaces of its perimeter walls, bearing walls, basement
2 floors, top story ceilings, windows and window frames, doors and
3 door frames, and trim, and includes both the portions of the building
so described and the air space so encompassed;

4 (f) "Common Area" shall mean all land and all portions of the
5 property not located within any Unit; and also includes, but not by way
6 of limitations, roofs, foundations, pipes, ducts, flues, chutes, con-
7 duits, wires, and other utility installations to the outlets, bearing
8 walls, perimeter walls, columns and girders, to the interior surfaces
9 thereof, regardless of location, greens, gardens, balconies, patios,
10 carports, storage sheds, service streets, and parking areas, recre-
11 ational green and facilities, tot lots, all installations of power, lights,
12 gas, hot and cold water and heating existing for common use and all
13 other parts of the property necessary or convenient to its existence,
14 maintenance and safety, or normally in common use;

15 (g) "Condominium" shall mean the entire estate in the real
16 property owned by any Owner, consisting of an undivided interest in
17 the Common Area and ownership of a separate interest in a Unit;

18 (h) "Owner" shall mean any person with an ownership interest
19 in a condominium in the project;

20 (i) "Management Committee" shall mean the governing body of
21 the Project, elected pursuant to paragraph 7 hereof;

22 (j) "Manager" shall mean the person or firm designated by the
23 Management Committee to manage the affairs of the Project;

24 (k) "Mortgage" shall mean a deed of trust and a real estate
25 contract as well as a mortgage;

26 (l) "Mortgagee" shall mean a beneficiary under or holder of a
27 deed of trust or a real estate contract as well as a mortgagee;

28 (m) "Record" means to file of record with the office of the
29 County Recorder of Utah County, State of Utah'

30 (n) "Condominium Act" shall mean the Utah Condominium
31 Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953).

32 2. Project. The condominium project shall consist of two (2) apart-
ment home buildings, and carports as shown by the Map recorded herewith,
constructed principally of brick, concrete, steel, and glass, located upon the
land described above. Apartment home building designated as number 1 shall
be a two-story building without a basement and apartment home building desig-
nated as number 2 shall be a two-story building with a basement.

3. Apartment Units. To establish a plan of condominium ownership
for said condominium project, the condominium project is hereby divided into
the apartment units described in Exhibit "A" attached hereto and by reference
made a part hereof, which apartment units, together with their appurtenant
interests in the common areas and facilities and limited common areas and
facilities shall constitute separate freehold estates for all purposes provided
by the said Act.

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1 4. Voting. At any meeting of the Owners, each Owner, including
2 Declarant, shall be entitled to cast a number of votes as shown on Exhibit "A,"
3 attached hereto and incorporated herein by reference thereto. Any Owner
4 may attend and vote at such meeting in person, or by an agent duly appointed
5 by an instrument in writing signed by the Owner and filed with the Manage-
6 ment Committee or the Manager. Any designation of an agent to act for an
7 Owner may be revoked at any time by written notice to the Management
8 Committee or Manager, and shall be deemed revoked when the Management
9 Committee or the Manager shall receive actual notice of the death or
10 judicially declared incompetence of such Owner or of the conveyance by such
11 Owner of his condominium. Where there is more than one record Owner,
12 any or all of such persons may attend any meeting of the Owners, but it shall
13 be necessary for those present to act unanimously in order to cast the votes
14 to which they are entitled. Any designation or an agent to act for such persons
15 must be signed by all such persons. Declarant shall be entitled to vote with
16 respect to any condominium owned by Declarant.

17 In the event that a notice of default is recorded by any mortgagee who
18 holds a mortgage which is a ~~first~~ lien on a condominium against the Owner of
19 the condominium covered by the mortgage, then and in the event and until the
20 default is cured, the right of the Owner of such condominium to vote shall be
21 transferred to the mortgagee recording the notice of default.

22 5. Meetings. The presence at any meeting of Owners having a
23 majority of the total votes shall constitute a quorum. In the event that a
24 quorum is not present at any meeting, the Owners present, though less than
25 a quorum, may adjourn the meeting to a later date and give notice thereof to
26 all the Owners in accordance with the provisions of paragraph 6 hereof, and
27 at that meeting the presence of Owners holding in excess of thirty percent of
28 the total votes shall constitute a quorum for the transaction of business; but in
29 the event a quorum is not present at that meeting, the Owners present, though
30 less than a quorum, may give notice to all the Owners in accordance with
31 paragraph 6 of an adjourned meeting, and, at that meeting, whatever Owners
32 are present shall constitute a quorum. Unless otherwise expressly provided
in this Declaration, any action may be taken at any meeting of the Owners
upon the affirmative vote of a majority of the voting power of the Owners
present and voting provided that a quorum is present as provided for above.

 (a) Annual Meeting. There shall be a meeting of the Owners on
the First Tuesday of March of each year at 8:00 P.M. upon the Common
Area or at such other reasonable place or time (not more than sixty
(60) days before or after such date) as may be designated by written
notice of the Management Committee delivered to the Owners not less
than ten (10) days prior to the date fixed for said meeting. At the
annual meeting, the Management Committee shall present an audit of
the common expenses, itemizing receipts and disbursements for the
preceding calendar year, the allocation thereof to each Owner, and the
estimated common expenses for the coming calendar year. Within ten
(10) days after the annual meeting, said statement shall be delivered
to the Owners not present at said meeting.

 (b) Special Meetings. Special meetings of the Owners may be
called at any time for the purpose of considering matters which, by
the terms of this Declaration require the approval of all or some of
the Owners, or for any other reasonable purpose. Said meetings shall

1 be called by written notice, signed by a majority of the Management
2 Committee, or by the Owners having one-third (1/3) of the total votes
3 and delivered not less than fifteen (15) days prior to the date fixed for
4 said meeting. Said notices shall specify the date, time and place of
5 the meeting, and the matters to be considered thereat.

6 6. Notices. Any notice permitted or required to be delivered as
7 provided herein may be delivered either personally or by mail. If delivery
8 is made by mail, it shall be deemed to have been delivered twenty-four (24)
9 after a copy of same has been deposited in the United States mail, postage
10 prepaid, addressed to each such person at the address given by such person
11 to the Management Committee or Manager for the purpose of service of such
12 notice or to the Unit of such person if no address has been given to the
13 Manager. Such address may be changed from time to time by notice in
14 writing to the Management Committee or the Manager.

15 7. Election and Proceedings of the Management Committee.

16 (a) Election. At each annual meeting, subject to the provisions
17 of sub-paragraph 7 (e) hereof, the Owners shall elect a Management Committee
18 for the forthcoming year, consisting of three (3) Owners; provided, however,
19 that the first Management Committee elected hereunder may be elected at a
20 special meeting duly called, said Management Committee to serve until the
21 first annual meeting held thereafter. Every Owner entitled to vote at any
22 election of members of the Management Committee may cumulate his votes
23 and give one candidate a number of votes equal to the number of members
24 of the Management Committee to be elected, multiplied by the number of
25 votes to which such Owner is otherwise entitled, or distribute his votes on
26 the same principle among as many candidates as he thinks fit. The candidates
27 receiving the highest number of votes up to the number of members of the
28 Management Committee to be elected shall be deemed elected.

29 (b) Term. Members of the Management Committee shall serve
30 for a term of two (2) years; provided that one of the three members of the
31 first Management Committee elected shall serve for a one-year term. The
32 other two shall serve for a two-year term. The members of the Management
33 Committee shall serve until their respective successors are elected, or until
34 their death, resignation or removal; provided that if any member ceases to
35 be an Owner, his membership on the Management Committee shall thereupon
36 terminate.

37 (c) Resignation and Removal. Any member may resign at any
38 time by giving written notice to the Manager, and any member may be re-
39 moved from membership on the Management Committee by vote of the Owners;
40 provided that unless the entire Management Committee is removed, an
41 individual member shall not be removed if the number of votes cast against his
42 removal exceeds Twenty percent (20%).

43 (d) Proceedings. Three (3) members of the Management
44 Committee shall constitute a quorum and, if a quorum is present, the decision
45 of a majority of those present shall be the act of the Management Committee.
46 The Management Committee shall elect a chairman, who shall preside over
47 both its meetings and those of the Owners. Meetings of the Management
48 Committee may be called, held, and conducted in accordance with such regu-
49 lations as the Management Committee may adopt. The Management Committee
50 may also act without a meeting by unanimous written consent of its members.

1 (e) Declarant Performs Functions. Until a date three years from
2 the date of completion of construction of the project or until all units have been
3 sold, whichever is sooner, the rights, duties and functions of the Management
Committee shall at Declarant's option be exercised by Declarant.

4 (f) Notice of Election. After the first election of the Manage-
5 ment Committee, Declarant shall execute, acknowledge and record an
6 affidavit stating the names of all of the persons elected to membership on the
7 Management Committee. Thereafter, any two persons who are designated of
8 record as being members of the most recent Management Committee (regard-
9 less of whether or not they shall still be members) may execute, acknowledge
10 and record an affidavit stating the names of all of the members of the then
11 current Management Committee. The most recently recorded of such affidavits
12 shall be prima facie evidence that the persons named therein are all of the
13 incumbent members of the Management Committee and shall be conclusive
14 evidence thereof in favor of all persons who rely thereon in good faith.

15 8. Authority of the Management Committee. The Management
16 Committee, for the benefit of the condominiums and the Owners, shall enforce
17 the provisions hereof and shall acquire and shall pay for out of the common
18 expense fund hereinafter provided for, the following:

19 (a) Water, sewer, garbage collection, electrical, telephone and gas
20 and other necessary utility service for the Common Area (and to the
21 extent not separately metered or charged, for the Units);

22 (b) A policy or policies of fire insurance as the same are more
23 fully set forth in paragraph 26 of this Declaration, with extended
24 coverage endorsement, for the full insurable replacement value of the
25 Units and Common Area, payable as provided in paragraph 28, or
26 such other fire and casualty insurance as the Management Committee
27 shall determine gives substantially equal or greater protection to the
28 Owners, and their mortgagees, as their respective interests may
29 appear, which said policy or policies shall provide for a separate loss
30 payable endorsement in favor of the mortgagee or mortgagees of each
31 condominium if any;

32 (c) A policy or policies as the same are more fully set forth in
paragraph 26 of this Declaration insuring the Management Committee,
the Owners and the Manager against any liability to the public or to the
Owners (of Units and of the Common Area, and their invitees, or
tenants), incident to the ownership and/or use of the project, and
including the personal liability exposure of the Owners. Limits of
liability under such insurance shall not be less than Three Hundred
Thousand Dollars (\$300,000.00) for any one person injured, for any
one accident, and shall not be less than One Hundred Thousand Dollars
(\$100,000.00) for property damage each occurrence (such limits and
coverage to be reviewed at least annually by the Management Committee
and increased in 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 respects his, her or their
action against another named insured.

(d) Workmen's compensation insurance to the extent necessary
to comply with any applicable laws;

1 (e) The services of a person or firm to manage its affairs (here-
2 in called "the Manager") to the extent deemed advisable by the Manage-
3 ment Committee as well as such other personnel as the Management
4 Committee shall determine shall be necessary or proper for the
5 operation of the Common Area, whether such personnel are employed
6 directly by the Management Committee or are furnished by the
7 Manager;

8 (f) Legal and accounting services necessary or proper in the
9 operation of the Common Area or the enforcement of this Declaration;

10 (g) A fidelity bond naming the Manager, and such other persons
11 as may be designated by the Management Committee as principals and
12 the Owners as obligees, for the first year in an amount at least equal
13 to twenty-five percent (25%) of the estimated cash requirement for
14 that year as determined under paragraph 11 hereof, and for each year
15 thereafter in an amount at least equal to twenty-five percent (25%) of
16 the total sum collected through the common expense fund during the
17 preceding year;

18 (h) Painting, maintenance, repair and all landscaping of the
19 Common Area, and such furnishings and equipment for the Common
20 Area as the Management Committee shall determine are necessary
21 and proper, and the Management Committee shall have the exclusive
22 right and duty to acquire the same for the Common Area; provided,
23 however, that the interior surfaces of each Unit shall be painted,
24 maintained, and repaired by the Owners thereof, all such maintenance
25 to be at the sole cost and expense of the particular Owner;

26 (i) Any other materials, supplies, labor, services, maintenance,
27 repairs, structural alterations, insurance, taxes or assessments which
28 the Management Committee is required to secure or pay for pursuant
29 to the terms of this Declaration or by-law or which in its opinion
30 shall be necessary or proper for the operation of the Common Area
31 or for the enforcement of this Declaration, provided that if any such
32 materials, supplies, labor, services, maintenance, repairs,
structural alterations, insurance, taxes or assessments are provided
for particular Units, the cost thereof shall be specially assessed to
the Owners of such Units.

(j) Maintenance and repair of any Unit, if such maintenance or
repair is reasonably necessary in the discretion of the Management
Committee to protect the Common Area or preserve the appearance
and value of the project, and the Owner or Owners of said Unit have
failed or refused to perform said maintenance or repair within a
reasonable time after written notice of the necessity of said mainten-
ance or repair delivered by the Management Committee to said Owner
or Owners, provided that the Management Committee shall levy a
special assessment against the condominium of such Owner or Owners
for the cost of said maintenance or repair.

The Management Committee's power hereinabove enumerated
shall be limited in that the Management Committee shall have no
authority to acquire and pay for out of the common expense fund
capital additions and improvements (other than for purposes of re-
placing portions of the Common Area, subject to all the provisions of

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1 this Declaration) having a cost in excess of Five Thousand Dollars
2 (\$5,000.00) except as expressly provided herein.

3 9. Management Committee Powers, Exclusive. The Management
4 Committee shall have the exclusive right to contract for all goods, services
5 and insurance, payment for which is to be made from the common expense
6 fund.

7 10. Alterations, Additions and Improvements of Common Area. There
8 shall be no structural alterations, capital additions to, or capital improve-
9 ments of the Common Area requiring an expenditure in excess of Five Thousand
10 Dollars (\$5,000.00) without the prior approval of Owners holding a majority
11 of the total votes.

12 11. Common Expenses: Assessments.

13 (a) Within thirty (30) days prior to the beginning of each calendar
14 year the Management Committee shall estimate the net charges to be paid
15 during such year (including a reasonable provision for contingencies and
16 replacements and less any expected income and any surplus from the prior
17 year's fund). Said "estimated cash requirement" shall be assessed to the
18 Owners pursuant to the percentages set forth in the schedule attached hereto
19 and marked Exhibit A. Declarant will be liable for the amount of any assess-
20 ment against completed Units owned by Declarant. If said sum estimated
21 proves inadequate for any reason, including nonpayment of any Owner's
22 assessment, the Management Committee may at any time levy a further
23 assessment, which shall be assessed to the Owners in like proportions, unless
24 otherwise provided herein. Each Owner shall be obligated to pay assessments
25 made pursuant to this paragraph to the Management Committee in equal
26 monthly installments on or before the first day of each month during such
27 year, or in such other reasonable manner as the Management Committee
28 shall designate;

29 (b) The rights, duties and functions of the Management Commit-
30 tee set forth in this paragraph shall be exercised by Declarant for the period
31 ending thirty (30) days after the election of the first Management Committee
32 hereunder;

(c) All funds collected hereunder shall be expended for the pur-
poses designated herein.

(d) The omission by the Management Committee, before the
expiration of any year, to fix the assessments hereunder for that or the next
year, shall not be deemed a waiver or modification in any respect of the
provisions of this Declaration, or a release of the the Owner from the obliga-
tion to pay the assessments, or any installment thereof for that or any
subsequent year, but the assessment fixed for the preceding year shall con-
tinue until a new assessment is fixed. Amendments to this paragraph shall
be effective only upon unanimous written consent of the Owners and their
mortgagees. No Owner may exempt himself from liability for his contribu-
tion towards the common expenses by waiver of the use or enjoyment of any
of the Common Area or by abandonment of his Unit.

(e) The Manager or Management Committee shall keep detailed,
accurate records in chronological order, of the receipts and expenditures

1 affecting the Common Area, specifying and itemizing the maintenance and
2 repair expenses of the Common Area and any other expenses incurred.
3 Records and vouchers authorizing the payments involved shall be available
4 for examination by the Owner at convenient hours of week days.

4 12. Default in Payment of Assessments. Each monthly assessment
5 and each special assessment shall be separate, distinct and personal debts
6 and obligations of the Owner against whom the same are assessed at the
7 time the assessment is made and shall be collectible as such. Suit to
8 recover a money judgment for unpaid common expenses shall be maintainable
9 without foreclosing or waiving the lien securing the same. The amount of any
10 assessment, whether regular or special, assessed to the Owner of any
11 condominium plus interest at seven percent (7%), and costs, including
12 reasonable attorneys' fees, shall become a lien upon such condominium upon
13 recordation of a notice of assessment as provided in Section 57-8-20 of The
14 Condominium Act. The said lien for nonpayment of common expenses shall
15 have priority over all other liens and encumbrances, recorded or unrecorded,
16 except only

17 (1) Tax and special assessment liens on the unit in favor of any
18 assessment unit, and special district, and

19 (2) Encumbrances on the Owner's condominium recorded prior
20 to the date such notice is recorded which by law would be a lien prior to
21 subsequently recorded encumbrances.

22 A certificate executed and acknowledged by a majority of the Manage-
23 ment Committee stating the indebtedness secured by the lien upon any
24 condominium created hereunder, shall be conclusive upon the Management
25 Committee and the Owners as to the amount of such indebtedness on the date
26 of the certificate, in favor of all persons who rely thereon in good faith, and
27 such certificate shall be furnished to any Owner or any encumbrancer or
28 prospective encumbrancer of a condominium upon request at a reasonable fee,
29 not to exceed Ten Dollars (\$10). Unless the request for a certificate of
30 indebtedness shall be complied with within ten days (10), all unpaid common
31 expenses which become due prior to the date of the making of such request
32 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 encumbrancer shall have a lien on such condominium for the amounts
paid of the same rank as the lien of his encumbrance.

33 Upon payment of a delinquent assessment concerning which such a
34 certificate has been so recorded, or other satisfaction thereof, the Manage-
35 ment Committee shall cause to be recorded in the same manner as the certi-
36 ficate of indebtedness a further certificate stating the satisfaction and the
37 release of the lien thereof. Such lien for nonpayment of assessment may be
38 enforced by sale by the Management Committee or by a bank or trust company
39 or title insurance company authorized by the Management Committee, such
40 sale to be conducted in accordance with the provisions of law applicable to the
41 exercise of powers of sale or foreclosure in deeds of trust or mortgages or
42 in any manner permitted by law. In any foreclosure or sale, the Owner shall
be required to pay the costs and expenses of such proceedings and reasonable
attorney's fees.

32

1 In case of foreclosure, the Owner shall be required to pay a reasonable
2 rental for the condominium and the plaintiff in the foreclosure action shall be
3 entitled to the appointment of a receiver to collect the rental without regard
4 to the value of the mortgage security. The Management Committee or
5 Manager shall have the power to bid in the condominium at foreclosure or
6 other sale and to hold, lease, mortgage and convey the condominium.

7 13. Mortgage Protection. Notwithstanding all other provisions hereof:

8 (a) The liens created hereunder upon any condominium shall be
9 subject and subordinate to, and shall not affect the rights of the holder of the
10 indebtedness secured by any recorded first mortgage (meaning a mortgage
11 with first priority over other mortgages) upon such interest made in good
12 faith and for value, provided that after the foreclosure of any such mortgage
13 there may be a lien created pursuant to paragraph 12 hereof on the interest of
14 the purchaser at such foreclosure sale to secure all assessments, whether
15 regular or special, assessed hereunder to such purchaser as an Owner after
16 the date of such foreclosure sale, which said lien, if any claimed, shall have
17 the same effect and be enforced in the same manner as provided herein;

18 (b) No amendment to this paragraph shall affect the rights of the
19 holder of any such mortgage recorded prior to recordation of such amendment
20 who does not join in the execution thereof;

21 (c) By subordination agreement executed by a majority of the
22 Management Committee, the benefits of (a) and (b) above may be extended to
23 mortgages not otherwise entitled thereto.

24 14. Delegation to Manager. The Management Committee may delegate
25 any of its duties, power or functions, including, but not limited to, the
26 authority to give the certificate provided for in paragraph 12 hereof, and the
27 authority to give the subordination agreements provided for in paragraph 13
28 hereof, to any person or firm, to act as Manager of the project, provided
29 that any such delegation shall be revocable upon notice by the Management
30 Committee. The members of the Management Committee shall not be liable
31 for any omission or improper exercise by the Manager of any such duty,
32 power or function so delegated by written instrument executed by a majority of
the Management Committee. In the absence of any appointment, the Chairman
of the Management Committee shall act as Manager.

Any Manager named or employed by Declarant shall be employed to
manage only until the first election of a Management Committee at such time,
the new Management Committee shall have the right to retain or discharge
said Manager as it determines desirable in its discretion.

15. Exclusive ownership and Possession by Owner.

Each Owner shall be entitled to exclusive ownership and possession of
his Unit. Each Owner shall be entitled to an undivided interest in the Common
Area in the percentage expressed in Exhibit A of this Declaration. The
percentage of the undivided interest of each Owner in the Common Area as
expressed in Exhibit A shall have a permanent character and shall not be
altered without the consent of all owners expressed in an amended declaration
duly recorded. The percentage of the undivided interest in the Common Area
shall not be separated from the Unit to which it appertains and shall be deemed
to be conveyed or encumbered or released from liens with the Unit even though

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1 such interest is not expressly mentioned or described in the conveyance or
2 other instrument. Each Owner may use the Common Areas in accordance with
3 the purpose for which it is intended, without hindering or encroaching upon the
4 lawful rights of the other Owners.

5 An Owner shall not be deemed to own the undecorated and/or unfinished
6 surfaces of the perimeter walls, basement floors, (upper) top story ceilings,
7 windows and doors bounding his Unit, nor shall the Owner be deemed to own
8 the utilities running through his Unit which are utilized for, or serve more
9 than one Unit, except as a tenant in common with the other Owner. An Owner,
10 however, shall be deemed to own and shall have the exclusive right to paint,
11 repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces
12 of the walls, basement floors, (upper) top story ceilings, windows and doors
13 bounding his Unit.

14 16. Owner's Obligation to Repair. Except for those portions which the
15 Management Committee is required to maintain and repair hereunder (if any),
16 each Owner shall at the Owner's expense keep the interior of his Unit and its
17 equipment and appurtenances in good order, condition and repair and in a
18 clean and sanitary condition, and shall do all redecorating, painting and
19 varnishing which may at any time be necessary to maintain the good appear-
20 ance and condition of his Unit. In addition to decorating and keeping the
21 interior of the Unit in good repair, the Owner shall be responsible for the
22 maintenance, repair or replacement of any plumbing fixtures, water heaters,
23 furnaces, lighting fixtures, refrigerators, air conditioning equipment,
24 dishwashers, disposals, or ranges that may be in, or connected with the Unit.
25 It is expressly understood that there are, appurtenant to some Units, air
26 conditioners which are located in the patios appurtenant to the Units. An
27 easement is hereby reserved in favor of each such Unit for the purpose of
28 maintenance, repair or replacement of the said air conditioners by the
29 respective Owners as required hereinabove.

30 The Owner shall also, at the Owner's own expense, keep the balcony
31 and the interior of the patio, storage shed and carports which have been
32 assigned to his Unit in a clean and sanitary condition. The Management
33 Committee and Manager shall not be responsible to the Owner for loss or
34 damage by theft or otherwise of articles which may be stored by the Owner in
35 the balcony, patio, storage shed, carports or Unit.

36 The Owner shall promptly discharge any lien which may hereafter be
37 filed against his condominium and shall otherwise abide by the provisions of
38 Section 57-8-19 of the Condominium Act.

39 17. Prohibition Against Structural Changes by Owner. The Owner shall
40 not, without first obtaining written consent of the Management Committee,
41 make or permit to be made any structural alteration, improvement or
42 addition in or to his Unit or in or to the exterior of the buildings or other
43 Common Area. The Owner shall do no act nor any work that will impair the
44 structural soundness or integrity of the buildings or safety of the property or
45 impair any easement or hereditament without the written consent of all owners.
46 The Owner shall not paint or decorate any portion of the exterior of the
47 buildings or other Common Area or any portion of the patio fences, storage
48 sheds or carports, without first obtaining written consent of the Management
49 Committee.

50

1 18. Limitation on Use of Units and Common Area. The Units and
2 Common Area shall be occupied and used as follows:

3 (a) No Owner shall occupy or use his Unit, or permit the same
4 or any part thereof to be occupied or used for any purpose other than as a
5 private residence for the Owner and the Owner's family or the Owner's
6 Lessees or guests.

7 (b) There shall be no obstruction of the Common Area. Nothing
8 shall be stored in the Common Area without the prior consent of the Manage-
9 ment Committee.

10 (c) Nothing shall be done or kept in any Unit or in the Common
11 Area which will increase the rate of insurance on the Common Area, without
12 the prior written consent of the Management Committee. No Owner shall
13 permit anything to be done or kept in his Unit or in the Common Area which
14 will result in the cancellation of insurance on any Unit or any part of the
15 Common Area, or which would be in violation of any law. No waste will be
16 committed in the Common Area;

17 (d) No sign of any kind shall be displayed to the public view on
18 or from any Unit or the Common Area, without the prior consent of the
19 Management Committee;

20 (e) No animals, livestock, or poultry or any kind shall be
21 raised, bred, or kept in any Unit or in the Common Area, except that dogs,
22 cats, or other household pets may be kept in Units, subject to rules and
23 regulations adopted by the Management Committee;

24 (f) No noxious or offensive activity shall be carried on in any
25 Unit or in the Common Area, nor shall anything be done therein which may
26 be or become an annoyance or nuisance to the other Owners;

27 (g) Nothing shall be altered or constructed in or removed from
28 the Common Area, except upon the written consent of the Management
29 Committee;

30 (h) There shall be no violation of rules for the use of the
31 Common Area adopted by the Management Committee and furnished in writing
32 to the Owners, and the Management Committee is authorized to adopt such
33 rules.

34 (i) None of the rights and obligations of the Owners created
35 herein, or by the Deed creating the condominium shall be altered in any way
36 by encroachments due to settlement or shifting of structures or any other
37 cause. There shall be valid easements for the maintenance of said encroach-
38 ments so long as they shall exist; provided, however, that in no event shall
39 a valid easement for encroachment be created in favor of an Owner or
40 Owners if said encroachment occurred due to the willful conduct of said Owner
41 or Owners.

42 (j) The undivided ownership interest in such Common Areas and
43 facilities appurtenant to each Unit shall be and remain appurtenant to such
44 Unit from and after the filing of this Declaration and said interest may not
45 thereafter be altered without the consent of the Owners expressed in an
46 amended declaration duly recorded in accordance with this Declaration and

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1 and the provisions of the Condominium Ownership Act and shall not be separated
2 from such apartment Units or be separately conveyed therefrom and each
3 such undivided interest shall be deemed to be conveyed or encumbered with the
4 Unit to which it is appurtenant even though the description in the instrument
of conveyance or encumbrance may refer only to the fee simple title to the
Unit itself.

5 19. Entry for Repairs. The Management Committee or its agent may
6 enter any Unit when necessary in connection with any maintenance, land-
7 scaping or construction for which the Management Committee is responsible.
8 Such entry shall be made with as little inconvenience to the Owners as
practicable, and any damage caused thereby shall be repaired by the Manage-
ment Committee out of the common expense fund.

9 In the event any portion of the Common Areas and facilities encroaches
10 upon any of the apartment Units, a valid easement shall exist for such encroach-
11 ment, and for the maintenance of same, so long as such encroachment exists.
12 In the event the condominium project is partially or totally destroyed, and
13 then rebuilt, minor encroachments will be permitted as required, upon the
Units, and easements for such encroachments, and for the maintenance of
same shall exist for such period of time as may be reasonably required for
the reconstruction or repair of said premises.

14 20. Failure of Management Committee to Insist on Strict Performance
15 No Waiver. The failure of the Management Committee or Manager to insist
16 in any one or more instances, upon the strict performance of any of the
17 terms, covenants, conditions, or restrictions of this Declaration, or to
18 exercise any right or option herein contained, or to serve any notice of to
19 institute any action shall not be construed as a waiver or a relinquishment
20 for the future, of such term, covenant, condition, or restriction but such
21 term, covenant, condition, or restriction shall remain in full force and
22 effect. The receipt by the Management Committee or Manager of any assess-
ment from an Owner, with knowledge of the breach of any covenant hereof
shall not be deemed a waiver of such breach, and no waiver by the Manage-
ment Committee or Manager of any provision hereof shall be deemed to have
been made unless expressed in writing and signed by the Management Commit-
tee or Manager.

23 21. Limitation of Management Committee's Liability. The Manage-
24 ment Committee shall not be liable for any failure of water supply or other
25 service to be obtained and paid for by the Management Committee hereunder,
26 or for injury or damage to person or property caused by the elements or by
27 another Owner or person in the project, or resulting from electricity, water,
28 rain, dust or sand which may leak or flow from outside or from any parts of
29 the buildings, or from any of its pipes, drains, conduits, appliances, or
30 equipment, or from any other place unless caused by gross negligence of the
Management Committee. No diminution or abatement of common expense
assessments shall be claimed or allowed for inconveniences or discomfort
arising from the making of repairs or improvements to the Common Area or
from any action taken to comply with any law, ordinance or orders of a
government authority.

31 22. Indemnification of Management Committee Members. Each
32 member of the Management Committee shall be indemnified by the Owners
against all expenses and liabilities including attorney's fees, reasonably
incurred by or imposed upon him in connection with any proceeding to which

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1 he may be a party, or in which he may become involved, by reason of his
2 being or having been a member of the Management Committee, or any settle-
3 ment thereof, whether or not he is a member of the Management Committee
4 at the time of such expenses are incurred, except in such cases wherein the
5 member of the Management Committee is adjudged guilty of willful mis-
6 feasance or malfeasance in the performance of his duties; provided that in
7 the event of a settlement the indemnification shall apply only when the
8 Management Committee approves such settlement and reimbursement as
9 being for the best interests of the Management Committee.

7 23. Sale or Lease Right of First Refusal. In the event any Owner of a
8 condominium shall wish to resell or lease the same, and shall have received
9 a bona fide offer therefor from a prospective purchaser or tenant, the re-
10 maining Owners shall be given written notice thereof together with an executed
11 copy of such offer and the terms thereof. Such notice and copy shall be given
12 to the Management Committee for all of the Owners. The remaining Owners
13 through the Management Committee or a person named by the Management
14 Committee, shall have the right to purchase or lease the subject condominium
15 upon the same terms and conditions as set forth in the offer therefor,
16 provided written notice of such election to purchase or lease is given to the
17 selling or leasing Owner, and a matching down payment or deposit is
18 provided to the selling or leasing Owner during the twenty-one day period
19 immediately following the delivery of the notice of the bona fide offer and copy
20 thereof to purchase or lease.

15 In the event any Owner shall attempt to sell or lease his condominium
16 without affording to the other Owners the right of first refusal herein provided,
17 such sale or lease shall be wholly null and void and shall confer no title or
18 interest whatsoever upon the intended purchaser or lessee.

18 The subleasing or subrenting of said interest shall be subject to the
19 same limitations as are applicable to the leasing or renting thereof. The
20 liability of the Owner under these covenants shall continue, notwithstanding
21 the fact that he may have leased or rented said interest as provided herein.

21 In no case shall the right of first refusal reserved herein affect the
22 right of an Owner to subject his condominium to a trust deed, mortgage, or
23 other security instrument.

23 The failure of or refusal by the Management Committee to exercise
24 the right to so purchase or lease shall not constitute or be deemed to be a
25 waiver of such right to purchase or lease when an Owner receives any sub-
26 sequent bona fide offer from a prospective purchaser or tenant.

26 24. Mortgages not Affected by Right of First Refusal. In the event of
27 any default on the part of any Owner under any first mortgage made in good
28 faith and for value, which entitled the holder thereof to foreclose same, any
29 sale under such foreclosure, including delivery of a deed to the first mortgagee
30 in lieu of such foreclosure, shall be made free and clear of the provisions of
31 paragraph 23, and the purchaser (or grantee under such deed in lieu of fore-
32 closure) of such condominium shall be thereupon and thereafter subject to
the provisions of this Declaration. If the purchaser following such foreclosure
sale (or grantee under deed given in lieu of such foreclosure) shall be the then
holder of the first mortgage, or its nominee, the said holder or nominee may
thereafter sell and convey the condominium free and clear of the provisions of
paragraph 23, but its grantee shall thereupon and thereafter be subject to all
of the provisions thereof.

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1 25. Certificate of Satisfaction of Right of First Refusal. Upon written
2 request of any prospective transferor, purchaser, tenant or an existing or pro-
3 spective mortgagee of any condominium, the Management Committee shall
4 forthwith, or where time is specified at the end of the time, issue a written
5 and acknowledged certificate in recordable form, evidencing that:

6 (a) With respect to a proposed lease or sale under paragraph 23,
7 that proper notice was given by the selling or leasing owner and that the re-
8 maining Owners did not elect to exercise their option to purchase or lease;

9 (b) With respect to a deed to a first mortgagee or its nominee in
10 lieu of foreclosure, and a deed from such first mortgagee or its nominee,
11 pursuant to paragraph 24, that the deeds were in fact given in lieu of fore-
12 closure and were not subject to the provisions of paragraph 23;

13 (c) With respect to any contemplated transfer which is not in
14 fact a sale or lease, that the transfer is not or will not be subject to the
15 provisions of paragraph 23;

16 Such certificate shall be conclusive evidence of the facts contained therein.

17 26. Insurance. The Management Committee shall obtain and maintain
18 at all times insurance of the type and kind and in at least the amounts provided
19 hereinabove, and including insurance for such other risks, of a similar or
20 dissimilar nature, as are or shall hereafter customarily be covered with
21 respect to other condominium projects similar in construction, design, and
22 use which insurance shall be governed by the following provisions:

23 (a) All policies shall be written with a company licensed to do
24 business in the State of Utah and holding a rating of "AAA" or better by Best's
25 Insurance Reports;

26 (b) Exclusive authority to adjust losses under policies hereafter
27 in force in the project shall be vested in the Management Committee or in its
28 authorized representative;

29 (c) In no event shall the insurance coverage obtained and main-
30 tained by the Management Committee hereunder, be brought into contribution
31 with insurance purchased by individual Owners or their mortgagees;

32 (d) Each Owner may obtain additional insurance at his own
expense; provided, however, that no 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 of the Owners, may realize
under any insurance policy which the Management Committee may have in
force on the project at any particular time;

 (e) Each Owner shall be required to notify the Management
Committee of all improvements made by the Owner to his Unit, the value of
which is in excess of One Thousand Dollars (\$1,000.00);

 (f) Any Owner who obtains individual insurance policies covering
any portion of the project other than personal property belonging to such
Owner, shall be required to file a copy of such individual policy or policies
with the Management Committee within thirty (30) days after purchase of such
insurance;

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1 (g) The Management Committee shall be required to make every
2 effort to secure insurance policies that will provide for the following:

3 (1) A waiver of subrogation by the insurer as to any claims
4 against the Management Committee, the Manager, the Owners
5 and their respective servants, agents, and guests;

6 (2) That the master policy on the project cannot be can-
7 celled, invalidated or suspended on account of the conduct of
8 any one or more individual Owners;

9 (3) That the master policy on the project cannot be can-
10 celled, invalidated or suspended on account of the conduct of any
11 officer or employee of the Management Committee or Manager
12 without a prior demand in writing that the Management Commit-
13 tee or Manager cure the defect;

14 (4) That any "no other insurance" clause in the master
15 policy exclude individual Owners' policies from consideration;

16 (h) The annual insurance review which the Management Commit-
17 tee is required to conduct as provided in paragraph 8 above shall include an
18 appraisal of the improvements in the project by a representative of the
19 insurance carrier writing the master policy.

20 27. No Partition. There shall be no judicial partition of the project
21 or any part thereof, nor shall Declarant or any person acquiring any interest
22 in the project or any part thereof seek any such judicial partition, until the
23 happening of the conditions set forth in paragraph 28 hereof in the case of
24 damage or destruction or unless the property has been removed from the
25 provisions of the Condominium Act as provided in Section 57-8-22 thereof;
26 provided, however, that if any condominium shall be owned by two or more
27 co-tenants as tenants-in-common or as joint tenants, nothing herein contained
28 shall be deemed to prevent a judicial partition as between such co-tenants.
29 But such partition shall not affect any other condominium.

30 28. Damage and Destruction. In case of fire, casualty or any other
31 disaster, the insurance proceeds, if sufficient to reconstruct the buildings,
32 shall be applied to such reconstruction. Reconstruction of the buildings, as
used in this paragraph means restoring the buildings to substantially the same
condition in which they existed prior to the fire, casualty or other disaster,
with each Unit and the Common Area having the same vertical and horizontal
boundaries as before. Such reconstruction shall be accomplished by the
Manager or Management Committee.

If the insurance proceeds are insufficient to reconstruct the building,
damage to or destruction of the building shall be promptly repaired and re-
stored by the Manager or Management Committee, using proceeds of
insurance, if any, on the buildings for that purpose, and the Unit owners shall
be liable for assessment for any deficiency. However, if three-fourths (3/4)
or more of the buildings are destroyed or substantially damaged and if the
Owners, by a vote of at least three-fourths (3/4) of the voting power, do not
voluntarily, within one hundred days after such destruction or damage, make
provisions for reconstruction, the Manager or Management Committee shall
record, with the county recorder, a notice setting forth such facts, and upon
the recording of such notice:

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1 (1) the property shall be deemed to be owned in common by the
2 Owners;

3 (2) the undivided interest in the property owned in common which
4 shall appertain to each Owner shall be the percentage of undivided interest
5 previously owned by such Owner in the Common Area;

6 (3) any liens affecting any of the condominiums shall be deemed
7 to be transferred in accordance with the existing priorities to the undivided
8 interest of the Owner in the property; and

9 (4) the property shall be subject to an action for partition at the
10 suit of any Owner, in which event the net proceeds of sale, together with the
11 net proceeds of the insurance on the property, if any, shall be considered as
12 one fund and shall be divided among all the Owners in a percentage equal to
13 the percentage of undivided interest owned by each Owner in the Common
14 Area, after first paying out of the respective shares of the Owners, to the
15 extent sufficient for the purposes, all liens on the undivided interest in the
16 property owned by each Owner.

17 Notwithstanding all other provisions hereof, the Owners may, by an
18 affirmative vote of at least three fourth (3/4) of the voting power, at a
19 meeting of Unit Owners duly called for such purpose, elect to sell or other-
20 wise dispose of the property. Such action shall be binding upon all Unit
21 Owners and it shall thereupon become the duty of every Unit Owner to execute
22 and deliver such instrument and to perform all acts as in manner and form
23 may be necessary to effect the sale.

24 29. Enforcement. Each Owner shall comply strictly with the provi-
25 sions of this Declaration and with the administrative rules and regulations
26 drafted pursuant thereto as the same may be lawfully amended from time to
27 time and with decisions adopted pursuant to said Declaration and administra-
28 tive rules and regulations, and failure to comply shall be grounds for an
29 action to recover sums due for damages or injunctive relief or both, maintain-
30 able by the Management Committee or Manager on behalf of the Owners, or in
31 a proper case, by an aggrieved Owner.

32 30. Personal Property. The Management Committee or Manager may
acquire and hold, for the benefit of the Owners, tangible and intangible
personal property and may dispose of the same by sale or otherwise; and the
beneficial interest in such personal property shall be owned by the Owners
in the same proportions as their respective interests in the Common Area,
and shall not be transferable except with a transfer of a condominium. A
transfer of a condominium shall transfer to the transferee ownership of the
transferor's beneficial interest in such personal property.

33 Within 30 days following the recording of this Declaration, the
34 Declarant shall execute and deliver a bill of sale to the Management Commit-
35 tee in behalf of all the Owners, transferring all items of personal property
36 located on the project and furnished by the Declarant, which property is
37 intended for the common use and enjoyment of the Owners.

38 31. Audit. Any Owner may at any time at his own expense cause an
39 audit or inspection to be made of the books and records of the Manager of
40 Management Committee. The Management Committee, at the expense of the
41

1 common expenses, shall obtain an audit of all books and records pertaining to
2 the project at no greater than annual intervals and furnish copies thereof to
the Owners.

3 32. Interpretation. The provisions of this Declaration shall be liber-
4 ally construed to effectuate its purpose of creating a uniform plan for the
5 development and operation of a condominium project. Failure to enforce any
6 provision hereof shall not constitute a waiver of the right to enforce said
provision or any other provision hereof.

7 33. Amendment. Except as otherwise provided herein, the provisions
8 of this Declaration may be amended by an instrument in writing signed and
9 acknowledged by record Owners holding seventy-five percent (75%) of the
total vote hereunder, which amendment shall be effective upon recordation in
the Office of the Recorder of Utah County, State of Utah.

10 34. Severability. The provisions hereof shall be deemed independent
11 and severable, and the invalidity or partial invalidity or unenforceability of
12 any one provision or portion thereof shall not affect the validity or enforce-
ability of any other provision hereof.

13 35. Effective Date. This Declaration shall take effect upon recording.

14 IN WITNESS WHEREOF, the undersigned has executed this instrument
15 this 2nd day of February, 1972.

16 TODD TOWN HOUSES

17
18 By Ralph A. Britsch
19 President

20 ATTEST:

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Anthony A. Ditch
Secretary

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DEED

TODD TOWN HOUSES, a partnership, GRANTOR, hereby conveys
and warrants to _____

_____ GRANTEE(S),
of _____,

FOR THE SUM OF Ten and No/100 Dollars, and other good and valuable
consideration, Apartment _____, Building _____ of TODD
TOWN HOUSES, a condominium project under the Condominium Owner-
ship Act of the State of Utah, as the same is shown by the Record of Survey
Map duly recorded in the office of the Recorder in and for Utah County,
Utah on the _____ day of _____, 1971, and which condominium
project is located upon the following described real property situate in
Utah County, Utah:

Lot #1

Commencing at a point in the boundary of 400 East Street, Orem,
Utah, said point being 2177.10 feet North and 28.35 feet East from
the South quarter corner of Section 11, Township 6 South, Range 2
East, Salt Lake Base and Meridian; thence North $0^{\circ}19'$ West 115.00
feet along said 400th East Street; thence South $89^{\circ}38'$ East 135.00
feet; thence South $0^{\circ}19'$ East 115.00 feet; thence North $89^{\circ}38'$ West
59.00 feet; thence South $0^{\circ}19'$ East 10.00 feet; thence North $89^{\circ}38'$
West 22.00 feet; thence North $0^{\circ}19'$ West 10.00 feet; thence North
 $89^{\circ}38'$ West 54.00 feet to the point of beginning.

Together with and subject to the following right-of-way: Commencing
at a point 2177.10 feet North and 28.35 feet East from the South
quarter corner of Section 11, Township 6 South, Range 2 East,
Salt Lake Base and Meridian; thence North $0^{\circ}19'$ West 10.00 feet;
thence South $89^{\circ}38'$ East 54.00 feet; thence South $0^{\circ}19'$ East
20.00 feet; thence North $89^{\circ}38'$ West 54.00 feet; thence North
 $0^{\circ}19'$ West 10.00 feet to the point of beginning.

Lot #2

Commencing at a point in the East boundary of 400 East Street,
Orem, Utah, said point being 2177.10 feet North and 28.35 feet
East from the South quarter corner of Section 11, Township 6
South, Range 2 East, Salt Lake Base and Meridian; thence South
 $89^{\circ}38'$ East 54.00 feet; thence South $0^{\circ}19'$ East 10.00 feet; thence
South $89^{\circ}38'$ East 22.00 feet; thence North $0^{\circ}19'$ West 10.00
feet; thence South $89^{\circ}38'$ East 59.00; thence South $0^{\circ}19'$ East
130.00 feet; thence North $89^{\circ}38'$ West along the boundary of
700 North Street, Orem, Utah 125.12 feet; thence along the arc
of a 10.00 foot radius curve to the right (chord bearing and
distance of said curve being North $44^{\circ}58.5'$ West 14.06 feet);
thence North $0^{\circ}19'$ West along said 400 East Street 120.12 feet
to the point of beginning.

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Together with and subject to the following right-of-way: Commencing at a point 2177.10 feet North and 28.35 feet East from the South quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°19' West 10.00 feet; thence South 89°38' West 54.00 feet; thence North 0°19' West 10.00 feet to the point of beginning.

TOGETHER WITH the exclusive use of imited common areas and facilities appurtenant to said apartment, and together with an undivided _____ percent (_____ %) interest in and to the common areas and facilities of said condominium project.

SUBJECT TO the Declaration and By-Laws pertaining to said condominium project, recorded in Book _____, pages _____ in the office of the Utah County Recorder on the _____ day of _____, 1971, and subject further to such change or changes in ownership interests in common areas and facilities as may occur from the addition of other land and apartment units to the condominium project pursuant to said Declaration.

SUBJECT ALSO to current taxes, assessments, and easements, and also to the following mortgages and/or encumbrances:

The benefits and obligations hereunder shall inure to and be binding upon the heirs, exeuctors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be affixed by its duly authorized officers this _____ day of _____, A.D. 197__.

TODD TOWN HOUSES
A Partnership

By _____
President

ATTEST:

Secretary

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the _____ day of _____, A.D., 197__, personally
appeared before me, _____ and

, who being by me duly sworn, did say each for himself,

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that he the said _____ is the President, and he, the
said _____, is the Secretary of TODD TOWN
HOUSES, a partnership, and that the within and foregoing instrument was
signed in behalf of said partnership by authority of a resolution of its
Board of Directors and the said _____ and
_____ each duly acknowledged to me
that said partnership executed the same and that the seal affixed is the
seal of said partnership.

Notary Public
Residing at _____
My Commission Expires _____

I/We hereby accept the foregoing Deed this _____ day of
_____, A.D., 197__, and agree that the same is subject to the
Declaration and By-Laws herein referred to or as the same may have
been lawfully amended.

EXHIBIT A

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Unit Designation	Carpport Number	Approximate Number of Square Feet	Number of Rooms	Percentage of Owner-ship in Common Area and Facilities (Also Determinative of Voting Rights and Pro Rata Share of Common Expenses)	Location	General Description
Apt. A Building 1	A	1206	5	12.5%	Ground floor, see Map.	One family apt. home residence, including exclusive use of carport, patio, storage area as shown on Map.
Apt. B Building 1	B	1206	5	12.5%	Ground floor, see Map.	Same as above.
Apt. C Building 1	C	1206	5	12.5%	Ground floor, see Map.	Same as above.
Apt. D Building 1	D	1206	5	12.5%	Ground floor, see Map.	Same as above.
Apt. E Building 2	E	1206	5	12.5%	Ground floor, see Map.	Same as above.
Apt. F Building 2	F	1206	5	12.5%	Ground floor, see Map.	Same as above.
Apt. G Building 2	G	1206	5	12.5%	Ground floor, see Map.	Same as above.
Apt. H Building 2	H	1206	5	12.5%	Ground floor, see Map.	Same as above.

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RECORDED AT THE REQUEST OF
Ronald R. Stanger

BOOK PAGE

1972 FEB - 4 PM 4: 31

NINA D. FEED
UTAH COUNTY REC'D
DEPUTY FILE # 84472
PR ABS IND

84.8997
1000 Blount
Stano, et al.