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CONDOMINIUM DECLARATION

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LAYTON CITY
COMMUNITY DEVELOPMENT

Layton Warehouse 2
10-258-0001 thru 0011

FOR

Layton Warehouse LLC

This declaration of covenants, conditions and restrictions hereinafter called "Declaration" is made and executed in Davis County, Utah, by Layton Warehouse L L C., a Utah Corporation, organized and existing under the laws of Utah, hereinafter called "Declarant" pursuant to the provisions of the Utah Condominium Ownership Act.

E 2026880 B 3651 P 293
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 OCT 25 12:59 PM FEE 45.00 DEP LHL
REC'D FOR US DEVELOPMENT INC

ARTICLE I
GENERAL

1.1 "Property". The Declarant is the Owner of certain real property located in Davis County, Utah, and more particularly described as set forth in Exhibit "A".

1.2 Purpose of Declaration. The Declarant is the Owner of a professional office building/warehouse certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises which "Property" constitutes a condominium under the terms and provisions of the Utah Condominium Ownership Act and it is the desire and intention of Declarant to divide the project into condominiums and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed, and Declarant desires and intends by filing this Declaration and a map of the aforesaid "Property" to submit the above described "Property" and professional office building/warehouse and other improvements constructed thereon together with all appurtenances thereto of the provisions of the aforesaid act as a condominium project, and to impose upon said property mutually beneficial restrictions under the general plan of improvement for the benefit of all said condominiums and the owners thereof

1.3 Declaration as Condominium. The Declaration hereby declares that all of its "Property" described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums. The terms of this declaration shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns and any person hiring or owning an interest in the real property and improvements and guarantees, successors, heirs, executors, administrators and assigns

ARTICLE II
DEFINITIONS

2.1 All applicable portions of the definitions as contained in the Utah Code Annotated, 1953, Section 57-8-3, as amended shall apply to this Declaration and the property except as particularly modified or changed by individual definitions hereinafter contained.

2.2 "Unit" means the air space which is contained within the unfinished perimeter walls, floors and ceiling of each unit of a building as shown on the Condominium Map of the "Property", to be recorded, together with all improvements and fixtures within said air space, except bearing walls, pillars, and utilities passing through said condominium unit to serve adjacent condominium units, and except beams and portions of the buildings forming essential supports and essential structural parts

2.3 "Building" means a single building containing units as shown on the Map

2.4 "Condominium Unit" means the fee simple interest and title in and to a Unit, together with the undivided interest in the general common elements and the rights to such limited common elements as are appurtenant thereto.

2.5 "Owner" shall mean and refer to the recorded owner whether one or more persons or entities of a fee simple title to any Condominium Unit which is a part of the "Property", including contract sellers or contract purchasers if so determined by written contract between seller and purchaser, but excluding those having such interest merely as security for the performance of an obligation.

2.6 "General Common Elements" means and includes the land described above, the structural components of the buildings, and parking spaces, such improvements, buildings, or areas as provided for community, recreational, utility or for common use; and all other parts of such land and improvements thereon necessary or convenient to its existence and safety which are normally and reasonable in common use, including the air space above such land, all of which shall be owned as tenants in common by the owners of the separate units, each owner of a unit having an undivided percentage or fractional interest in the general common elements, as provided hereinafter

2.7 "Limited Common Elements" means those parts of the general common elements which are either limited to or reserved for the exclusive use of the Owner of a Condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit Owners

2.8 "Condominium Project" means all of the land and improvements initially submitted by Declarant pursuant to this Declaration and Map

2.9 "Map" "Record of Survey Map" or "Condominium Map" means a plat consisting of three pages, showing a survey of the "Property" and of all Units on the "Property" submitted by Declarant pursuant to this Declaration and Map which consists of a three-dimensional, horizontal and vertical delineation of all such Units

2.10 "Fractional Interest" means the proportionate interest of each Condominium Unit Owner's undivided interest in Common Elements to all such interest in Common Elements as shown on the Map and Exhibit "B" attached

2.11 "Common Expenses" means the: expenses of administration, expenses of repair and maintenance of Common Elements and buildings, including, but not limited to, caring for the grounds, recreational facilities, roofs, walls and supports of the Building, and those portions of the Building and parking lot that are not part of the Limited Common Area; reserve for repair, maintenance, taxes and other charges including fire and other hazard insurance premiums, and a liability insurance policy which policy, in addition to public liability, shall cover repair and construction work to all common area property, Limited Common Area and the assets and property owned or to be maintained by the Association. Such Common Expenses shall be paid in amounts and at times determined reasonable and necessary by the Association for the best good and convenience of all Condominium Owners. Maintenance and repair of Limited Common Area shall not be a common expense even though the insurance coverage shall be purchased and paid for as a common expense to cover repair of limited common area.

2.12 "Association" means an association of Unit Owners bearing the name of this Condominium

Project, formed for the purpose: of managing, maintaining, repairing and administering the "Property" and the buildings and all improvements and common elements on any part of the "Property", of assessing, and collecting and applying common expenses; for enforcing this Declaration; for acting as attorney-in-fact or trustee for Condominium Unit Owners as hereafter set forth, and generally for administering the "Property". Its only members shall be Owners of a Condominium Units; provided however, that the rights of member ship may be assigned to the holder of a mortgage, deed of trust or other security instrument on a Condominium Unit as further security for a loan secured by a lien on such Condominium Unit. A person who, for any reason, ceases to be such Owner shall cease to be by such member, which membership provisions shall be included in the Associations By-Laws.

2.13 "Managing Agent" means an independent individual, firm, partnership or corporation authorized to do business in the State of Utah, employed by the Association, to administer and operate the property and to carry out such other duties as the Association may direct, in furtherance of its purposes. Wherever in this Declaration a duty is imposed upon, or a right or privilege is reserved, to the Association, if such duty, right or privilege is reserved, to the Association, if such duty, right or privilege is delegated by the Association to the Managing Agent, the latter shall thereupon be deemed to have assumed such duty and shall be entitled to exercise such right or privilege.

ARTICLE III **MAP**

3.1 "MAP" Simultaneously with the recording of the Declaration, there shall be recorded a "Record of Survey Map" herein referred to as "the map" or "Maps" in the office of the County Recorder, Davis County, Utah., The Map shall be made by a registered Utah land surveyor and shall depict and show the following: (1) a description of the surfaces of the land included within the project, including all angular and linear data along the exterior boundaries of the property; (2) the linear measurement and location, with references to the exterior boundaries of the building located on said property, and (3) diagrammatic floor plans of the Building built on the "Property" in sufficient detail to identify each Unit, including its identifying number or symbol, the official datum elevations of the finished or unfinished interior surfaces of the perimeter walls and lateral extensions of every Unit in the Building. Every Unit shall be identified on the Record of Survey Map by distinguishing number or other symbol. In interpreting the condominium Map or any deed, the boundaries of each Unit as constructed shall be conclusively presumed to be its actual boundaries. Declarant reserves the right to amend the Map from time to time to conform to the actual physical location of the constructed improvements and to any changes, additions, modification or alterations.

ARTICLE IV **DIVISION OF PROPERTY INTO CONDOMINIUM UNITS**

4.1 "Condominium Units" The improvements located on the "Property" are hereby divided into ten (10) condominium Units, each consisting of one unit and an undivided interest in and to the General Common Elements as shown on Exhibit "B". The Limited Common Elements are hereby made appurtenant to specific units as set forth on the Map. Each Condominium Unit shall be identified on the Map by the number as shown on Exhibit "B".

The Condominium Units are located in a one-story warehouse building which has been constructed principally of reinforced concrete, steel, brick, and glass. Each Unit contains the area set forth in Exhibit "B".

ARTICLE V **LIMITED COMMON ELEMENTS**

5.1 "Limited Common Elements" The Limited Elements shall be identified on the Map and the use of

all limited common areas shall be reserved for use of a certain Unit or Units to exclusion of the other Units Each Unit Owner shall pay for all costs and expenses associated with any and all limited common area associated with his Unit as if it were part of his unit.

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ARTICLE VI **DESCRIPTION OF CONDOMINIUM UNITS**

6.1 "Description of Condominium Units" Any option, contract, deed, lease, mortgage, deed of trust, will, or similar instrument, may legally describe a condominium Unit by its identifying unit number and building letter or symbol, followed by the name of this Condominium "Project" with further reference to the recorded Map thereof and the recorded Condominium Declaration. Every such description shall be deemed good and sufficient for all purpose to convey, transfer, encumber or otherwise affect not only the Unit but also the General Common Elements and the description shall be construed to include a non-exclusive of all third parties not lawfully entitled to the use of the same.

6.2 "Single Indivisible Units" Each Unit, the appurtenant undivided interest in the General Common Elements, and the appurtenant Limited Common Elements shall together comprise one Condominium Unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as a Condominium Unit.

ARTICLE VII **DUTIES OF ASSOCIATION**

7.1 "Determination of Common Expenses" The Association shall have the duty of determining by estimate or otherwise the amount of Common Expenses necessary to properly maintain, repair and administer the Condominium "Property". At the time of the first conveyance of each Condominium Unit and from time to time thereafter, it shall notify the Owner or Owners of each Condominium Unit the amount of the estimated annual assessment and shall collect the fractional interest of one-twelfth (1/12) of the amount thereof from each Owner or Owners of a Condominium Unit each month, or a pro-rata proportion for a period beginning after the first day of a month.

7.2 "Common Expenses" Common Expenses shall include but not be limited to expenses set forth in Section 2.11. Costs for utilities, including but not limited to sewer, water, electrical service for house panel and other utilities, which are not separately assessed, metered or otherwise separately allocated to a Unit or to limited common elements, shall be Common Expenses.

7.3 "Utilities Serving Common Elements" Costs for sewer and water mains, electrical lines and other matters serving Common Elements, as contrasted with Limited Common Elements, shall be charged to each Owner on the basis of Fractional Interest. The amounts may be determined by estimate, and changed from time to time as actual bills or experience require. Each Condominium Unit Owner shall pay for all utilities applicable to its individual Condominium Unit, directly and not through the Association, when the utilities are separately metered and thus allow for separate billing in accordance with actual usage.

7.4 "Additional Common Expenses" In the event a Unit owner uses additional common utilities that are paid for as part of the Common Expenses or incurs additional common services or expenses that are paid for as part of the Common Expenses, above and beyond those utilities and services normally incurred by other Unit Owners, these additional services or expenses shall be paid for by the Unit Owner when the Utilities are separately metered or when the services can be specifically identified and thus allow for separate billing in accordance with actual usage. Additional Common Expenses shall include but not be limited to utility services for extraordinary hours; utility service for unique computer facilities requiring special air conditioning; insurance for unique or additional hazards; or additional cleaning or maintenance required by a Unit Owner in the common area adjacent to its Unit. Expenses incurred in connection with limited common area shall be charged to the Owner of the Unit that has use of the limited common area

7.5 "Reserves" The Association shall maintain and establish a reserve of such funds for maintenance, repair, replacement, administration, management services (if necessary), insurance premiums and other matters deemed by the Association appropriate for reserves. Reserves may be established and maintained for appropriate period including multiple year reserves for repair or replacement of parking lots, common area furniture, fixtures and equipment and heating, ventilation and air conditioning equipment.

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ARTICLE VIII **LIEN FOR NONPAYMENT OF COMMON EXPENSES**

8.1 "Obligation for Payment" It shall be the duty of the Owner of each Condominium Unit to pay the Owner's proportionate share of the Common Expenses allocated or assessed monthly or at such times as may be determined by the Association.

8.2 "Lien of Association" If any Condominium Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the condominium interest of such owner as set forth in the deed of conveyance to him, together with his interest in Common Elements, and upon the recording of notice thereof by the Association in the office of the Davis County Recorder, such lien on the Unit shall be prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes and special assessment liens on the unit in favor of any assessing unit, and special district; and (b) encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded, which by law would be a lien proper to subsequently recorded encumbrances.

8.3 "Lien for Association and Owners" The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Condominium Unit Owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgage of real property.

8.4 "Enforcement of Lien" The Association may enforce the lien for nonpayment of Common Expenses by judicial foreclosure of the Unit Owner's interest. The sale or foreclosure shall be conducted at the election of the Association, in the same manner as foreclosures of mortgages or in any other manner permitted by law.

8.5 "Action for Expenses" The Association may bring a civil action to recover a money judgment for unpaid Common Expenses. Any such action is maintainable without foreclosing or waiving the lien securing the obligation.

8.6 "Attorneys Fees" In any action brought to enforce payment of Common Expenses or to enforce any lien for unpaid Common Expenses, the prevailing party in the action is entitled to recover its cost of court and reasonable attorneys fees.

8.7 "Rental and Expenses in Case of Foreclosure" In the event of a foreclosure of the lien securing payment of Common Expenses, the Owner shall pay a reasonable rental for the Unit. The Owner shall also be required to pay the Association all monthly assessments for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association acting on behalf of the Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Association may subrogate its rights to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting owner's portion of the premium.

8.8 "Joint Liability of Transferor and Transferee" The Grantee of a Condominium Unit shall be jointly

and severally liable with the Grantor for all unpaid assessments against the Grantor for Grantor's proportionate share of the Common Expenses up to the time of the grantor conveyance. Grantee may recover from Grantor the amounts paid by the Grantee pursuant to the amounts set forth in a Certificate from the Association, or is avoided by the non-issuance of such Certificate within the ten day period set forth.

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8.9 "Certificate of Assessments" Upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00) and upon the written request of any owner, mortgagee, prospective grantee or prospective mortgagee, of a Condominium Unit, the Association shall issue a written Certificate setting forth: the amount of unpaid common expenses, if any, with respect to the subject Unit; when such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums) Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Unit conveyed be liable for, any unpaid assessment or Common Expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the condominium Units by Declarant.

ARTICLE IX **LIMITED COMMON EXPENSES**

9.1 "Limited Common Expenses" Limited Common Expenses shall be assessed by the Association to the owners using or having access to the Limited Common Areas associated with the Owner's Unit. These expenses shall be paid to the Association in the same manner as other Common Expenses. Limited Common Expenses shall be subject to the Association's lien and the rights and remedies provided in Article VIII and applicable law.

9.2 "Limited Common Area Furnishings" Owners using or having access to Limited Common Areas may, by mutual agreement, acquire and maintain furnishings, fixtures and equipment. These purchases shall be made by mutual consent. The Association shall not be responsible for such furniture, fixtures and equipment or other costs associated with the Limited Common Area.

ARTICLE X **SIGNS**

10.1 "Building Identification" One or more outdoor signs will be maintained as General Common Elements. These signs shall identify unit owners or tenants. The Association shall determine the location, size, type and appearance of signs.

ARTICLE XI **MORTGAGES AND EFFECT OF FORECLOSURE**

11.1 "Mortgages" Any Owner shall have the right from time to time to mortgage or encumber his interest in a Unit by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Condominium Unit may create junior mortgages on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and

other obligations created by this Declaration and by the By-Laws; and (2) that the mortgagee under any junior mortgage shall release, for the purpose of restrictions of any improvement upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

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11.2 "Foreclosure" In the event any person shall acquire or be entitled to the issuance of a tax deed, trustee's deed, sheriff's deed or other deed of conveyance, the interest so acquired shall be subject to all the provisions of this Declaration and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Condominium Map, the By-Laws of the Association or any restrictions or exceptions affecting such interest then in force

ARTICLE XII **INSURANCE**

12.1 "Insurance" The Association shall have the authority to and shall obtain insurance for the condominium Project on all buildings common areas, etc., for liability and against loss or damage by fire and such other hazards as are generally covered in the area under standard extended coverage provisions for at least the full insurable replacement costs of the condominium buildings, Common Elements and Units, and may included coverage against vandalism and other risks. The insurance shall be carried with a domestic insurance company determined to be acceptable by the Association. The insurance shall name the association as the insured and shall protect the interests of each Condominium Owner and mortgagees.

12.2 "Additional Insurance" A Condominium Unit Owner may obtain whatever additional insurance he desires; it shall, however, be the individual responsibility of each owner to provide, as he sees fit, liability insurance, theft and other insurance covering personal property damage and loss, and payment for the premiums thereof and renewal thereof shall be the sole responsibility of such owner and not of the Association.

ARTICLE XIII **DISPOSITION OF PROPERTY**

13.1 "Insufficient Insurance for Reconstruction" In the event the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be repaired and restored by the Association using proceeds of insurance, if any, on the building for that purpose. The Unit Owners shall be liable for assessment for any deficiency. If three-fourths or more of the building is destroyed or substantially damaged and if the Unit Owners, by a vote of at least three-fourths of the Unit Owners, do not voluntarily within one hundred days after such destruction or damage, make provisions for reconstruction, the Association shall comply with requirements of Utah Code Annotated 57-8-31.

ARTICLE XIV **POWER OF ATTORNEY**

14.1 "Irrevocable Power of Attorney" This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the "Property" upon its destruction or obsolescence

14.2 "Appointment of Association" Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the "Property" upon its destruction or obsolescence, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver to itself or a third person any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted.

14.3 "Authority to Subordinate Interest" Such power of attorney includes a power to subject a Unit Owner's Condominium interest and/or percentage ownership to whatever rights are necessary (including entry of a Unit in an emergency) to permit proper maintenance, repair and improvement to each and all condominium buildings and Common Areas by the Association

ARTICLE XV **EASEMENTS**

15.1 "Easements for Minor Encroachments" The Owners of the respective Condominium Units agree that if any portion of the General Common Elements encroaches upon the Condominium Units, or if any portion of a Unit encroaches upon the General Common Elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units therein agree that minor encroachment of parts of the General Common Elements due to construction shall be permitted and that valid easement for said such encroachments or easements shall be considered or determined to be encumbrances either on the General Common elements of on the units.

15.2 "Easement for Utilities" There is hereby created a blanket easement upon, across, over and under the "Property" for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, the electrical and/or telephone company shall have the right to erect and maintain necessary equipment on said "Property" and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of said Condominium Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said "Property" except as initially programmed and approved by Declarant or thereafter approved by said Declarant or the Association's Management Committee. This easement shall in no way affect any other recorded easement on said "Property"

15.3 "Easement for Association" An easement is also reserved in, on and over each Condominium Unit to permit the Association to effect any desired or necessary maintenance or repairs to the General Common Elements.

15.4 "Cross Easement Agreement" A permanent, mutual, reciprocal, and non-exclusive right-of-way, including ingress, egress, access, and parking for vehicular or pedestrian traffic, upon or across the parking areas, entrances, exits, driveways, and walks located within the common areas for each and every owner and their respective successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, licensees, and invitees, and declare for the benefit of each of the respective Units.

ARTICLE XVI **USE AND OCCUPANCY RESTRICTIONS**

16.1 "Warehouse and Small Office" The "Property" is hereby restricted to a professional office building for office use related to the convenience and enjoyment of such offices.

16.2 "Use of Exterior Property" The Owners of Condominium Units are hereby prohibited and restricted from using any land or space outside the exterior building lines, except for use as common area as may be allowed by the Association or as provided in this Declaration. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of condominium Units and is necessary for the protection of said owner.

16.3 "Cooperative Action" Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the General Common Elements and all exteriors and roofs of the Condominium Units, including but not limited to, recreation and parking areas and walks, shall be taken by the Association.

16.4 "Association Management of Exterior" The Association, or its duly delegated representative, shall maintain and otherwise manage all "Property" up to the exterior building lines and including, but not limited to the landscaping, rubbish removal, parking areas, streets, roofs, general or limited common elements and exteriors of the building located upon the "Property"

16.5 "Damage by Owner" In the event any Common Element, including part of the building, or storage facility is damaged or destroyed through the negligent or culpable act of an Owner or any of his invitees or agents, such Owner does hereby irrevocably authorize the Association, its attorney-in-fact, to repair said damaged element, building, or storage facility, and the Association shall so repair said damaged element, building or storage facility. The Owner shall then repay the Association in the amount actually expended for said repairs, together with all other expenses reasonably and necessarily incurred by the Association in connection therewith. Each Condominium Unit Owner further agrees that these charges for repairs, if not paid within ten (10) days after the completion of the work, shall become a lien upon said Owner's condominium interest as set forth above, and shall continue to be such lien until fully paid.

16.6 "Antennas and Other Communication Equipment" No exterior television or radio antennas or similar equipment of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the "Property", nor upon any structure situated upon said "Property", other than an aerial for a master antenna system, without the consent of the Association.

16.7 "Interior Maintenance" An owner shall maintain and keep in repair the interior of his Unit including the fixtures thereof. All fixtures and equipment installed within a Condominium Unit commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit shall be maintained, replaced, and kept in repair by the owner thereof.

16.8 "Structural Soundness" An Owner shall not do any act or any work that will impair the structural soundness or integrity of the building or impair any easement.

ARTICLE XVII **PARTITION PROHIBITED**

17.1 "Partition" No Condominium Unit Owner shall bring any action for partition or division of his undivided interest in the land underlying the condominium unit or any Common Element or condominium building in which he owns an undivided interest. Any covenant or agreement to the contrary shall be null and

void. This section shall not prohibit a partition following destruction of the "Property" without repair or reconstruction.

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ARTICLE XVIII
ACCOUNTING RECORDS

18.1 **"Records"** The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other common expenses incurred, such records and vouchers authorizing the payments shall be available for examination at convenient business hours by the Condominium Unit Owners and others with an interest such as encumbrances or prospective Unit Owners or lenders

ARTICLE XIX
REVOCATION OF OR AMENDMENT TO DECLARATION

19.1 **"Revocation or Amendment"** This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate Owner interest hundred percent (100%) of the General Common Elements, unanimously consent and agree to such revocation or amendment by instruments duly recorded, provided, however, that the percentage of the undivided interest in the General Common Elements appurtenant to each Unit, shall have a permanent character and shall not be altered without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1 **"Agent for Service of Process"** Danny C Bridenstine, 1513 N. Hillfield Road, Layton, Utah 84014, is hereby appointed as the initial agent for service of process. Successor agents may be appointed by the Association.

20.2 **"Severability"** If any provisions in this Declaration or any section, sentence, clause, phrase or work or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of any such provision, section, sentence, clause, phrase, or work in any other circumstances shall not be affected thereby.

20.3 **"Language Variations"** The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

20.4 **"Headings"** Headings are for identification purposes. Headings shall not be used to interpret or enforce this Declaration.

DATED this 22nd day of October, 2003

DECLARANT

LAYTON WAREHOUSE LLC

Danny C. Bridenstine

Danny C. Bridenstine
Member

Member

Mary Lyn Howard
Notary Public

Sept 1 2008
My Commission Expires

Layton, Davis Co, Utah
Residing In



State of Utah

County of Davis

On the 22nd day of October, 2004, Persoally appeared before me, the undersigned notary public, the signee of the above declaration, Danny C. Bridenstine, being (1) in number, who duly sworn did say that he is the member of Layton Warehouse LLC, and that said instrument was signed freely for the purposes therin mentioned.

EXHIBIT "A"

LEGAL DESCRIPTION
LAYTON WAREHOUSE PHASE 2
A CONDOMINIUM PROJECT
UNITS A, B, C, D, E, F, G, H, I, J

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 89°52'30" WEST ALONG SECTION LINE 72.22 FEET AND 618.16 SOUTH FROM THE EAST QUARTER CORNER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN SAID POINT ALSO BEING LOCATED EAST CONTIGUOUS WITH THE COMMON LOT LINE BETWEEN LOTS 102 & 103, SUGAR STREET COMMERCIAL SUBDIVISION PLAT NO. 1, PART OF LOT 3, LAYTON INDUSTRIAL PARK AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER 334.11 FEET AND NORTH 79.02 FEET FROM THE NORTHWEST CORNER OF SAID LOT 103 AND RUNNING THENCE SOUTH 35°11'46" EAST 42 35 FEET THENCE SOUTH 65°38'29" EAST 78 43 FEET THENCE SOUTH 86°09'42" EAST 183 20 FEET TO THE NORTHEAST CORNER OF SAID LOT 103, THENCE SOUTHERLY, WESTERLY & NORTHERLY THE FOLLOWING (4) CALLS ALONG THE PERIMETER OF SAID LOT 103 SOUTH 00°13'10" WEST 354 50 FEET TO THE NORTHLINE OF 300 NORTH STREET, WEST 302.85 FEET TO A POINT OF CURVATURE, NORTHWESTERLY ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55°16'20" A DISTANCE OF 115 76 FEET (CHORD BEARS NORTH 62°21'50" WEST 111 33 FEET), NORTH 34°43'40" WEST ALONG THE EAST LINE OF MARSHALL WAY 240 66 FEET, THENCE NORTH 54°48' 14" EAST 319 73 FEET TO THE POINT OF BEGINNING

CONTAINS 170,294 SQ. FT
3 91 AC

EXHIBIT "B"

UNIT NUMBER	% INTEREST COMMON AREA
A	10%
B	10%
C	10%
D	10%
E	10%
F	10%
G	10%
H	10%
I	10%
J	10%