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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JOHN COLLIER
1971 BROADMOOR STREET
SLC UT 84108
BY: EPM, DEPUTY - WI 11 P.

WHEN RECORDED MAIL TO,
AND SERVICE OF PROCESS ON BEHALF
OF THE PROJECT MAY BE SERVED UPON:

John Collier - Registered Agent
INSITE DEVELOPMENT LLC
1971 Broadmoor Street
Salt Lake City, Utah 84108

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
B-STREET CONDOMINIUMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF B-STREET CONDOMINIUMS ("Declaration") is executed this 23rd day of October, 2007, by Insite Development, LLC (the "Declarant").

RECITALS:

A. Capitalized terms in this Declaration are defined in Article I.

B. The Declarant holds legal title to a certain tract of real property and improvements located 54, 58 & 62 North B-Street, Salt Lake City, Utah 84103, more particularly described in Article II of this Declaration (the "Property"). It is intended that the various Units described in this Declaration will be conveyed to the Owners in fee simple.

C. By this Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property and the interests therein conveyed and to establish thereon a commercial condominium development in accordance with the terms hereof, all in accordance with the provisions of the Utah Condominium Ownership Act (UCA § 57-8-1 et. seq. 1963 as amended).

NOW, THEREFORE, it is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Declarant, its successors and assigns and all owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

ARTICLE I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated.

1. **"Articles"** or **"Articles of Incorporation"** shall mean and refer to the Articles of Incorporation of the Association which shall be filed with the Utah State Department of Commerce, and Commercial Code at or about the time this Declaration is filed for record.

2. **"Association"** shall mean and refer to B-Street Condominium Owners Association, a Utah nonprofit corporation.

3. **"Bylaws"** shall mean and refer to the Bylaws of the Association as amended from time to time.

4. **"Condominium Building"** shall mean and refer to the Buildings, depending on the context, as shown in the Plat and containing Units to be configured from Convertible Space, each constituting a portion of the Project.

5. **"Condominium Building Exterior"** shall mean and refer to those portions of the Condominium Building which are open to the elements such as roofs, soffit, facie, exterior walls, exterior doors, exterior and structural glass, footings and foundations.

6. **"Declaration"** shall mean and refer to this *Declaration of Covenants, Conditions and Restrictions of B-Street Condominiums*, as the same may hereafter be modified, amended and supplemented.

7. **"Declarant"** shall mean and refer to Insite Development, LLC and/or any successors thereof which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Property (or a portion thereof) as did its predecessor.

8. **"Eligible Mortgagee"** shall mean and refer to a First Mortgagee which has requested notice of certain matters from the Association in accordance with Section 1 of Article XII of this Declaration.

9. **"First Mortgage"** shall mean any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

10. **"First Mortgagee"** means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage, which First Mortgage is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

11. **"Member"** shall mean and refer to every person who holds Unit Ownership in the Association.

12. **"Mortgage"** shall mean any mortgage, deed of trust, or other document pledging any portion of a Unit or interest therein as security for the payment of a debt or obligation.

13. **"Mortgagee"** shall mean a beneficiary of a Mortgage as well as named Mortgagee.

14. **"Owner"** shall mean the person or persons, including the Declarant, owning in fee simple a Unit in the Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Unit pursuant to a judicial or non-judicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Unit under contract (until such contract is fully performed and legal title conveyed of record).

15. "Plat" shall mean and refer to the condominium map for the B-Street Condominiums contemporaneously recorded in the office of the County Recorder of Salt Lake County, Utah, and all amendments thereto.

16. "Project" shall mean and refer to the Property and the plan of development and ownership of the Property created and governed by this Declaration, the Articles and the Bylaws.

17. "Property" shall mean and refer to the entire tract of real property now or hereafter covered by the Plat. A description of the real property covered by the Plat on the effective date of this Declaration is set forth in Article II of this Declaration.

18. "Unit" shall mean and refer to any of the separately numbered and individually described condominium units now or hereafter shown on the Plat.

ARTICLE II. PROPERTY DESCRIPTION

1. The Property initially associated with the Project which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions easements and restrictions of this Declaration and the plat consists of the following described real property situated in Salt Lake County, State of Utah:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 17, PLAT "D" OF THE SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 7.5 RODS; THENCE EAST 5.0 RODS; THENCE SOUTH 7.5 RODS; THENCE WEST 5.0 RODS TO THE POINT OF BEGINNING. CONTAINS 0.23 ACRES.

ARTICLE III. THE ASSOCIATION

1. Unit Ownership. Each Owner shall be entitled and required to be a Member of the Association. Unit Ownership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the Unit Ownership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one Unit Ownership for each Unit owned by such Owner. Each Unit Ownership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from Unit Ownership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition of such Unit shall automatically constitute a devise, encumbrance, conveyance or other disposition of the Owner's Unit Ownership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association and Unit Ownership in the Association may not be transferred except in connection with the transfer of a Unit.

2. Votes. Each Member shall be entitled to one (1) vote per Unit owned by the Member. In the event that there is more than one Owner of a particular Unit, the votes relating to such Unit shall be exercised as the Owners may determine among themselves. The votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine

whether a quorum exists. The Declarant shall have full voting rights with respect to each Unit which it owns.

3. Maintenance of Condominium Building Exterior. Each Member shall maintain their Unit Condominium Building Exterior as follows: paint, stain, repair, replacement and care of roofs trusses, roof joists, gutters, downspouts, foundations, fences, exterior building surfaces, exterior doors and other exterior improvements, as well as any landscaping, trees, shrubs, grass, walks and steps located on or around a Unit and all exterior glass, surfaces, carpets, elevators, and improvements in accordance with the Bylaws of the B-Street Condominium Owners Association.

4. Amplification. The provisions of this Section may be amplified by the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE IV. UNIT PROPERTY RIGHTS

1. Easements for Encroachments. In the event the construction, reconstruction, repair, shifting, settlement or any other movement of any portion of the improvements causes any part of a Unit built in substantial accord with the boundaries for such Unit as depicted on the Plat, or upon an adjoining Unit encroaches or shall encroach upon a Unit for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does hereby exist. There is also hereby created an easement for any encroachment by any roof overhang or other architectural appurtenances upon an adjoining Unit.

4. Limitation on Easement. The right of Salt Lake County or any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property or to which the Property has rights for purposes of providing police and fire protection and providing other governmental or municipal service.

5. Party Walls. Each wall-to-wall or ceiling-to-floor physical boundary which is built as part of the original construction (or reconstruction) of the Units placed on the dividing line (whether horizontal or vertical) between the Units shall constitute a "Party Wall" and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to willful acts or omissions shall apply to all Party Walls within the Project. If a Party Wall is destroyed or damaged by fire or other casualty, the provisions of Article VII hereof shall apply. Notwithstanding any other provision of this Section, to the extent not covered by insurance held by the Association, an Owner who by his negligent or willful act causes a Party Wall to be damaged shall bear the entire cost of furnishing repairs to the Party Wall. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. Form for Conveyance. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

Unit No. _____ of the B-STREET CONDOMINIUMS, a Utah Condominium Project, according to the Record of Survey Map filed for record as Entry No. _____ in Book _____ of Plats at Page _____, all of which are defined and described in *the Declaration of Covenants, Conditions*

and Restrictions of _____ Condominiums and the Exhibits attached thereto, filed for record as Entry No. _____ in Book _____ at Pages _____ through _____, of Official Records.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

ARTICLE V. FEES & ASSESSMENT

There shall not be any Association fees or assessments.

ARTICLE VI. OPERATION AND MAINTENANCE

1. Maintenance of Units. Each Condominium and Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Property and so as not to affect adversely the value or use of any other Unit. The Association shall have no obligation regarding maintenance or care of Units.

2. Operation and Maintenance by Association. The Owner shall provide for such maintenance and operation of the Unit Areas and to keep them clean, functional, attractive and generally in good condition and repair. The Owner shall provide for the maintenance of the Condominium Building Exterior. The expenses incurred for such purposes shall be paid by each respective Unit Owner.

3. Utilities. The Owner shall pay for all utility services furnished to each Unit.

4. Insurance. The Owner shall at all times maintain in force insurance meeting the following requirements:

a. Umbrella Insurance Coverage. The B-Street Condominium Owners Association shall be responsible for obtaining and maintaining umbrella insurance coverage for the condominium structure only and not the contents of any individual unit. The cost of this umbrella insurance policy shall be divided equally between all unit owners. The umbrella insurance policy shall be for the exterior and interior of the condominium, including interior walls, exterior walls, pipes, wires, conduit, ducts, wall coverings, floor coverings, fixtures, sliders, windows and screens or any other related items.

b. Individual Unit Coverage. Each unit owner is responsible for obtaining individual insurance for the personal property located within the owner's respective unit or elsewhere in the condominium, for personal liability for occurrences within the owner's unit or on limited common elements appurtenant to the unit, and for expenses to cover alternate living arrangements if a casualty causes temporary loss of any unit. The Association shall have no responsibility for obtaining such individual unit insurance.

5. Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on its personal property and upon all other property and improvements within his Unit. Nothing hereby shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to persons or property occurring

inside his individual Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association.

ARTICLE VII. DAMAGE OR DESTRUCTION

1. Association as Attorney-in Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

2. Reconstruction, Remodel, Repair. If any part of the Condominium or an individual unit shall be damaged, any such reconstruction, remodel or repair shall be substantially in accordance with the initial plans and specifications for the Condominium project. No reconstruction, remodel or repair shall be done in a manner that would reduce the value of other units.

3. Time Limit, Repair. If damage within the Condominium unit impairs the appearance of the condominium, the unit owner shall repair, reconstruction or replace the damaged item without delay and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage or another reasonable time as otherwise agreed to by the Association.

4. Roofs. The color and appearance of any unit's roof shall not differ from the initial plans and specifications or other units in the Condominium.

5. Exterior Design & Finish. The design, color and appearance of any unit's architecture, exterior paint colors, exterior equipment, exterior finishes (including but not limited to all doors, lighting, windows, siding, trim, pads, sidewalks, entryways, stairways, brick, stucco, concrete or rock) shall not differ from the initial plans and specifications or other units in the Condominium. No unit shall be permitted to install window shutters (decorative or otherwise) or any other building or design product which differs from the initial plans and specifications or other units in the Condominium.

6. Amendment of Article. This Article VII shall not be amended unless one-hundred (100%) of the votes of the Unit Owners consent and agree to such amendment and such consent and agreement is reflected in an instrument duly executed by the Association and recorded in accordance with the provisions of this Declaration.

ARTICLE VIII. GENERAL USE RESTRICTIONS

1. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions or to insure that the Property is maintained and used in a manner consistent with the interest of the Owners.

2. General Restrictions on Usage. No immoral, improper, unlawful or offensive activity shall be carried on in any unit, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the unit owner in the Condominium, nor shall any unreasonably noisy activity be carried on in any unit. No unit owner shall do or permit anything to be done or keep or permit to be kept in his/her unit anything that will increase the rate of insurance on the Condominium without the written approval of the Association.

3. Animals. Except for household dogs, cats, small cage birds, and fish, kept in reasonable numbers; a unit owner may not keep, raise, or breed animals, livestock or poultry of any kind on any unit. Such care and restraint shall be taken such that a unit owner's pet shall not be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time and any animal shall at all times be attended by some responsible person. No savage or dangerous animal shall be kept or allowed onto the premises at any time, whether or not the Association has given its permission thereof. Savage and dangerous animals include, but are not limited to, the following: pit-bull terriers, doberman pinchers and other attack dogs.

4. Trash. No trash, garbage, or rubbish of any kind shall be kept within any unit, except in an enclosed wildlife-proof trash bin. Open burning of brush, leaves, grass and/or trash shall be prohibited.

5. Activities. In general, activities shall not be carried on, nor conditions maintained by a unit owner which spoil the appearance of the Condominium premises or endanger the environmental or cultural resources of the Condominium.

6. Exterior Furniture. No item or equipment, furniture or any other large movable item shall be kept with any unit outside a building, except lawn furniture, provided the same are kept in a neat and good condition. All other items, such as lawn mowers, and snow mobiles, etc. shall be stored in a garage or other allowable storage facility.

7. Equipment. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, ATV's or vehicles other than automobiles or vehicles used primarily for general personal transportation may be parked or stored on the condominium premises unless stored in a garage with the door completely closed, or unless present for temporary loading or unloading purposes, unless approved in writing by the Association. No inoperable vehicles of any type may be brought or stored on the Condominium premises, either temporarily or permanently, unless within a garage with the door completely closed.

8. Firearms. No unit owner shall use, or permit the use by any invitee, guest or member of his/her family of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

9. Balconies, Porches or Decks. No unsightly condition shall be maintained upon any balconies, porches, or decks, and only furniture and equipment consistent with ordinary balcony, porch, or deck use shall be permitted.

10. Unlawful Acts. No unit owner shall take any action on or within his unit that violates any federal, state or local statute, regulation, rule or ordinance.

11. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer and except any approved by the Association.

12. Antennas or Satellite Dishes. Unit owners shall be allowed to erect small satellite dishes and/or small television antennas. Such devices shall be erected behind the single-family residence located on the unit or on the rooftop decks of the units. Further, the placement and configuration of such devices shall be subject to any reasonable rules or regulations adopted by the Association.

13. Operation of Recreational Vehicles. No motorcycles, dirt bikes, motor scooters, snow mobiles, jet skis, ATV's or other such recreational vehicles shall be operated on the Condominium premises, except for the purpose of ingress or egress, in which case the vehicles shall utilize only the paved surface of the general common element roadway.

14. Lawn and Landscape. All unit owners shall maintain lawn and landscaping maintenance within the boundary of their unit in such a manner that it does not distract from the appearance of the Condominium as a whole or reduce the value of other units. The costs of all lawn and landscaping maintenance shall be the sole responsibility of each unit owner.

15. General Obligations. Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Units, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Unit.

16. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article X or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, and the Unit Owner shall assume all risks of the validity and enforceability thereof and, by acquiring the Unit agrees to hold Declarant harmless therefrom.

17. Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Declaration, Articles, Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors that are secured by Units in the Project. Generally, these documents shall be available during normal business hours.

The Association shall make an unaudited financial statement for the preceding fiscal year. Every three (3) years the Association shall make an audited financial statement. The Association shall make available to the holder, insurer, or guarantor, the most recent audited financial statement and any subsequent unaudited financial statements.

ARTICLE IX. MISCELLANEOUS

1. Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if mailed postage prepaid to the person who appears as an Owner, at the latest address for such person, appearing in the records of the Association at the time of mailing.

2. Term. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of forty (40) years from the date this Declaration is recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by one-hundred percent (100%) of the votes of the Unit Owners cast at an election held for such purpose or otherwise approved in writing by such Unit Owners within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension.

3. Amendment. Except as provided in this Declaration, any amendment to this Declaration shall require the affirmative vote or written approval of at least one-hundred percent (100%) of the total votes of the Association. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Salt Lake County Recorder of an instrument executed by the Association. In such instrument the Association shall certify that the vote required by this Section for amendment has occurred. Anything in this Article or Declaration to the contrary notwithstanding, Declarant reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by any federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Declaration, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an amendment duly signed by or on behalf of the authorized officers of Declarant with their signatures acknowledged, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such amendment, when recorded, shall be binding upon all of the Project and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control. Within ten (10) years from the date of recording the Declaration, and so long as the Declarant is the Owner of any Unit in the Project, this Declaration may be amended or terminated only with the written approval of the Declarant. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of any Unit.

4. Rights of Action. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association.

5. Declarant's Rights Assignable. The rights of Declarant under this Declaration or in any way relating to the Property may be assigned, whereupon the assignee of Declarant shall have all the rights of Declarant hereunder.

6. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration

shall not affect the validity or enforceability of the remainder thereof. This Declaration shall be liberally construed to affect all of its purposes.

7. Covenants to Run With Land. This Declaration and all of the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments and determinations contemplated by this Declaration. By acquiring any interest in a Unit, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

8. Lists of Owners. The Association shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Unit which is owned by him; (ii) in the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Association with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Association may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Association may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Association is otherwise advised.

9. Effective Date. This Declaration and any amendment or supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

DECLARANT:

INSITE DEVELOPMENT, LLC

By: *John Collier*
Manager

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

On the 23rd day of October, 2007, personally appeared before me *John Collier* the signer(s) of the foregoing instrument who duly acknowledged to me that they are the Manager of Insite Development, LLC is authorized to execute this document on behalf of Declarant, and that he/she executed the same.

Sharon J. Ortega
Notary Public

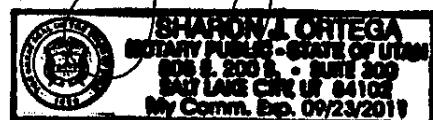


EXHIBIT "A"
LIST OF UNITS, VOTES AND ASSESSMENT PERCENTAGES

Any and all applicable Units, Votes and Assessments percentages shall be computed and assessed as follows:

Condominium Address	Votes	Approximate Platted Unit Square Footage	Assessment Percentages
54 North B Street	33.33%	3,600	36%
58 North B Street	33.33%	3,600	30%
62 North B Street	33.34%	3,600	34%
TOTALS	100%	10,800	100%