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RECORDER, SALT LAKE COUNTY, UTAH
HUNTINGTON TOWNHOMES LLC
686 E 110 S #204
AMERICAN FORK UT 84003
BY: ZJM, DEPUTY - WI 35 P.

WHEN RECORDED PLEASE RETURN TO:)
)
HUNTINGTON TOWNHOMES, LLC)
686 East 110 South #204)
American Fork, UT 84003 USA)
)

(above space for Recorder's use)

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

**HUNTINGTON TOWNHOMES
CONDOMINIUMS**

A Utah Residential Condominium Project

Salt Lake County, State of Utah

April 3, 2008

NOTE TO SALT LAKE COUNTY RECORDER:

THE LEGAL DESCRIPTION OF THE PARCEL OF REAL PROPERTY AFFECTED BY THIS INSTRUMENT
IS SET FORTH IN EXHIBIT A.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HUNTINGTON TOWNHOMES CONDOMINIUMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTINGTON TOWNHOMES CONDOMINIUMS (this "Declaration"), is made and executed in Salt Lake County, State of Utah, as of the 3rd day of April, 2008, by HUNTINGTON TOWNHOMES, LLC, a Utah limited liability company, and G & S PROPERTIES #2 LLC, a Utah limited liability company (the "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953), as amended (the "Act").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located at or about 520 South 500 East, Salt Lake City, Salt Lake County, State of Utah, as more particularly described on Exhibit "A" attached hereto which is incorporated herein by reference (the "Property");

WHEREAS, the Property is, or will be, so constructed as to contain separate individual units and certain other improvements heretofore constructed or hereafter to be constructed upon the Property which shall constitute a condominium development project known as Huntington Townhomes Condominiums (the "Project"), under the terms of the provisions of the Act.

WHEREFORE, it is the desire and the intention of the Declarant to develop the Project into condominiums and to sell and convey the individual units together with undivided ownership interests in the common areas and facilities to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed;

WHEREAS, Declarant has prepared a survey map of the Huntington Townhomes Condominiums, hereinafter referred to the "Plat", which document is incorporated herein by reference;

WHEREAS, Declarant desires and intends by filing this Declaration to submit the Property and the buildings and other improvements constructed thereon together with all appurtenances thereto, to the provisions of the Act as a condominium project and to impose upon the Property mutually beneficial restrictions under a general rule of improvement for the benefit of all of the said condominium units and the owners thereof;

WHEREAS, Declarant desires to record with this Declaration, a true copy of the Articles of Incorporation and initial Bylaws of the Huntington Downtown Owners' Association, Inc.;

WHEREAS, the Declarant reserves the right to subsequently amend this Declaration;

WHEREAS, Declarant now desires to state and set forth the covenants, conditions and restrictions for Huntington Townhomes Condominiums to which all owners shall be bound.

NOW, THEREFORE, effective as of the recording date hereof, the Declarant does hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the Act and 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 the 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 and assigns and any person or persons acquiring or owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, employees, and any other person who may in any manner use the Property or any part thereof.

**ARTICLE 1
DEFINITIONS**

All terms of art used in this Declaration (including the recitals and attachments thereto) shall have the meanings as defined in the Act; and, specifically for clarification, the following terms shall have the meaning indicated:

- 1.1. "Act" means the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953), as amended.
- 1.2. "Association" means the Huntington Downtown Owners' Association, Inc., a Utah non-profit corporation.
- 1.3. "Board" or "Board of Trustees" means the Board of Trustees of the Association.
- 1.4. "Building" means the building containing the Units comprising a part of the Property.
- 1.5. "Common Areas" means and includes:
 - 1.5.1 Area. The Property, excepting those areas of the Property designated as Units and Limited Common Area.
 - 1.5.2 Structural Elements and Common Areas. The foundations, columns, girders, beams, supports, main walls (including any bearing walls, even if the bearing wall is located within the interior of a Unit, and including common walls, floors and ceilings between Units or between a Unit and any part of the Property shown on the Map as being used in common or as Common Areas, other than the interior surfaces of such common elements, which interior surfaces form part of the Unit), floors, ceilings, exterior windows, exterior doors (excluding only partitions within any individual Unit and the interior surface of the walls, floors, ceilings, windows and doors forming the perimeter boundaries of each unit), roofs, halls, corridors, lobbies, common stairs, common stairways, common elevators and lifts, breezeways, courtyards, fire escapes, entrances and exits of the Building;
 - 1.5.3 Landscaping and Parking Areas. The yards, gardens, outdoor lighting, fences, landscaping and sidewalks, and Parking Area provided for the use in common by the Unit Owners;
 - 1.5.4 Janitorial Areas. The areas used for storage of janitorial supplies and maintenance equipment and materials;
 - 1.5.5 Central Services and Equipment. Installations of central services such as power, light, gas, telephone, hot and cold water, heating, refrigerators, air fans, compressors, ducts, elevators, lifts, and in general all apparatus and installations, if any, existing for common use; any utility pipes, connections, lines or systems servicing more than a single Unit and all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith. Also, pipes, sprinklers, wires, ducts, flues, cables, conduits, public utility lines, transformers and switch gear vaults, electrical power lines, boxes and connections, natural gas lines, meters and connections, elevators, satellite dishes and feeds, telephone and cable television connections and lines, sewer lines, storm drainage lines and systems, trash bins, trash chutes, and storage facilities and equipment, and other common connections to necessary utilities and services;
 - 1.5.6 Community Facilities. Such community facilities as may be provided for in this Declaration or as a part of the Property;
 - 1.5.7 General. All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, including all parts of the Property other than the Units and the Limited Common Areas. Unless otherwise specifically provided in this Declaration, the Common Areas do not include the Units.
- 1.6. "Common Expense(s)" means and includes:
 - 1.6.1 Assessments. All sums lawfully assessed to the Owners for the operation, maintenance and use of the Common Areas by the Association in accordance with the provisions of the Act, this Declaration, the Bylaws or otherwise;
 - 1.6.2 Operating Expenses and Reserves. Expenses of operation (including utilities and services), management, maintenance, repair or replacement of the Common Areas and Facilities and the Limited Common

Areas, including a reasonable reserve for the periodic maintenance, repair and replacement of the Common Areas and the Limited Common Areas.

1.6.3. Insurance Premiums. Premiums for the insurance obtained by the Association as provided herein;

1.6.4. Other Expenses. Any other costs, expenses or fees properly declared Common Expenses by this Declaration, the Association or the Owners; and

1.6.5. Unrecovered Expenses. Common Expenses due but not paid to the Association which are determined by the Association not to be legally recoverable or recoverable after reasonable effort, from the responsible Owner, together with all interest on, and costs and attorneys fees incurred in connection with, such unpaid Common Expenses.

1.7. "Declarant" means HUNTINGTON TOWNHOMES, LLC, a Utah limited liability company, and G & S PROPERTIES # 2 LLC, a Utah limited liability company, or its successors and/or assigns to the rights and obligations of the Declarant under this Declaration.

1.8. "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Huntington Townhomes Condominiums, and all amendments thereto.

1.9. "Eligible Holder" means a holder, insurer or guarantor of a first mortgage on a Unit in which has requested notice in accordance with the provisions of Section 14.2.1.

1.10. "Emergency Repairs" means any repairs which if not made in a timely manner will likely result in immediate and substantial damage to any Common Areas, Limited Common Areas, or to another Unit or Units.

1.11. "Governing Documents" means the Act, this Declaration, the Plat, and the Articles of Incorporation, Bylaws and Rules and Regulations of Huntington Downtown Owners' Association, Inc.

1.12. [reserved]

1.13. "Limited Common Areas" means those portions of the Property reserved for the use, and in some instances maintenance, by a specific Unit, to the exclusion of other Units, including, but not by way of limitation, the storage areas, decks, terraces, balconies and/or patios that are immediately adjacent to and contiguous with certain Units, and the parking spaces assigned to certain Units.

1.14. "Mortgage" means any mortgage, installment land purchase contract, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

1.15. "Mortgagee" means a beneficiary under or holder of a trust deed or seller under an installment land purchase contract as well as a mortgagee.

1.16. "Owner" means the person or persons owning each Unit in fee simple, as shown on the Official Records, including any purchaser of a Unit under a long term installment sales contract. Declarant shall be deemed to be the Owner of each Unit that is created by the recording of the Plat and that has not yet been conveyed by Declarant. However, the term "Owner" does not mean a person obligated to purchase a Unit pursuant to a purchase agreement.

1.17. "Official Records" means the official records of the County Recorder of Salt Lake County, State of Utah.

1.18. "Parking Area" means the parking spaces as shown on the Plat, which comprise Limited Common Areas and which are utilized with and assigned to a Unit at the time of purchase. The assigned parking will be tracked and monitored by the Board.

1.19. "Person" means and includes a legal entity as well as a natural person.

1.20. "Plat" means the Record of Survey Map Recorded in the Official Records concurrently with the recordation of this Declaration, entitled Record of Survey Map of Huntington Townhomes Condominiums, a Utah Residential Condominium Project, and any and all supplements and amendments thereto.

1.21. "Property" means the real property described at Exhibit A, the Building and all other fixtures, structures and improvements constructed on the Property on or after the date of this Declaration and all easements, rights and appurtenances belonging thereto, and all articles of personal property (other than personal property owned by Owners) intended for use in connection with the Property, the Building or any other structures or improvements on the Property. By filing the Plat and this Declaration, the Property is thereby subdivided into the Units, the Common Areas, and the Limited Common Areas.

1.22. "Record" means to file or record with the office of the County Recorder of Salt Lake County, State of Utah.

1.23. "Unit" means the element of a condominium, and in particular the condominium constructed on the Property, which is independently owned, encumbered, or conveyed but not owned in common with the Owners of other condominiums in the Project as shown on the Plat. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, all windows and window frames, doors, overhead doors, door frames, and trim and includes both the portions of the Building and grounds and improvements so described as a Unit, or as a part of a Unit, and the space so encompassed. Unit shall also include any pipes, sprinklers, fixtures, connections, lines or systems servicing a single Unit and all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith.

ARTICLE 2 PROJECT DESCRIPTION

2.1. Name. The Project, as subject to the provisions of the Act, shall be known as Huntington Townhomes Condominiums.

2.2. Description of Project. The Project consists of the construction of forty-three (43) residential Units on the Property which includes the Units, Limited Common Areas and Common Areas.

2.3. Ownership. The Project is hereby divided into the Units as described and as shown on the Plat recorded concurrently herewith, which Units, together with their appurtenant interests in the Common Areas and Limited Common Areas, shall constitute separate freehold estates for all purposes provided by this Declaration.

2.4. Use. The Units are intended and shall be utilized solely for residential purposes.

2.5. Division of Property. The Property is hereby divided into condominium units, each such condominium unit consisting of a Unit, and an appurtenant undivided interest in all Common Areas, and in all Limited Common Areas. The Common Areas and Limited Common Areas shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division of any part thereof unless the Property has been removed from the provisions of the Act.

ARTICLE 3 UNITS

3.1. Designation of Units. The Building and the Units therein, the Unit numbers (or letters) and their location are indicated on the Plat and on Exhibit B which is expressly incorporated herein by reference.

3.2. Exclusive Ownership and Possession by Owner. Each Owner shall be entitled to exclusive ownership and possession of their Unit, subject to the rights of the Association and other Owners in any Common Area which runs through, affects, or is affected by the Unit. Each Owner shall be entitled, for each Unit owned, to an undivided interest in the Common Areas in the percentage expressed in Exhibit B of this Declaration, subject to the provisions of the Governing Documents as they relate to said common areas. Accordingly, appurtenant to the ownership of each Unit, each Unit Owner shall have the perpetual right of ingress and egress to and from each Unit owned by such Owner. The percentage of the undivided interest of each Owner in the Common Areas as expressed in Exhibit

B shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amendment to this Declaration duly recorded. Each Owner may use the Common Areas in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Owners. An Owner shall not be deemed to own the utilities running through their Unit or fixtures or appliances which are utilized for, or serve more than one Unit. Each Unit which is assigned Limited Common Area, as set forth on the Plat and at Exhibit B, shall have the sole use, possession and enjoyment of such Limited Common Area in connection with the Unit, subject to the rights of the Association to perform required maintenance and repairs and to perform maintenance and repairs not performed by the Owner of the Unit.

3.3. Conveyance. Each Unit shall for all purposes constitute real property, shall have the same incidents as real property, may be individually conveyed, leased, encumbered, inherited or devised by will and shall be entirely independent of all other Units, and the corresponding individual titles and interests in each Unit shall be recordable. The percentage of the undivided interest in the Common Areas and the Limited Common Areas, together with the associated perpetual right of ingress and egress, shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens from the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument; provided, however.

3.4. Encumbrance. Any Unit may be held and owned by more than one person as joint tenants, as tenants in common or in any other real property tenancy relationship recognized under the laws of the State of Utah. Each Owner may separately mortgage or otherwise encumber such Owner's Unit, provided that each mortgage of a Unit shall be subordinate to this Declaration. No Owner may mortgage or otherwise encumber Common Areas, except to the extent of the undivided interest appurtenant to such Owner's Unit.

3.5. Improvement of Units. An Owner shall be deemed to own and shall have the exclusive right to paint, repair, the wax, paper, carpet or otherwise refinish or decorate the inner surfaces of the walls, floors, ceiling, windows and doors bounding their Unit, subject to the rules and regulations of the Association as set forth in this Declaration, or as adopted in Bylaws or other rules by the Association.

3.6. Structural Integrity. No Owner shall interfere with facilities necessary for the support or structural integrity of any part of the Property or any Building or other improvement thereon.

3.7. No Impairment. No Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety or the Property, impair its use or enjoyment, reduce its value (but the proposed use of a Unit and any construction activities, as detailed below, in the improvement of a Unit shall not be deemed in any event to reduce the value of the Property) or impair any easement without, in every such case, the written consent of three-fourths (3/4) of the Owners being first obtained.

3.8. Utilities. No Owner shall be deemed to own any utilities running through their Unit which serve more than one (1) Unit except as a part of the Common Areas owned in common with the other Owners. The Project's water needs are served by City of Salt Lake. The right to water service runs with the Unit, not the Owner.

3.9. Approvals and Notice. Except as expressly set forth in this Declaration, no Owner shall be required to obtain the approval of any other Owner or the Board of Trustees for the improvement of, or the removal of improvements from, that Owner's Unit. However, if the improvement of, or the removal of improvements from, an Owner's Unit will require the temporary use of Common Areas or Facilities or any other encroachment of another Owner's Unit, then that Owner shall give the Association reasonable advance written notice of such pending improvements, and shall obtain permission from the Association and/or the Owner as the case may be, before engaging in any such work or encroachment. No such encroachment shall affect the use of another Unit or access to any Unit without the express written consent of the Owner of the affected Unit.

3.10. Maintenance; Remodeling of Units. Except for those portions of the Property which the Association is required to maintain and repair hereunder, each Owner shall at the Owner's expense keep their Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition. For purposes of maintenance, repair, alteration and remodeling, an Owner shall be deemed to own the windows, doors, overhead doors, interior walls, the materials (such as but not limited to plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor the, ceiling the,) and flooring making up the finished surfaces of the perimeter walls,

ceilings and floors within the Unit and the Unit doors, overhead doors, and windows. Such right to repair, alter and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality. All fixtures and equipment installed within the Unit commencing at a point where the utilities lines, pipes, wires, conduits or systems enter the Unit or Limited Common Area shall be installed and maintained according to good engineering practices and kept in good appearance and repair by the Owner thereof. Any repairs, alterations or remodeling affecting the exterior finish of the Unit must first be approved for quality, materials, style, color and finish by the Association.

3.11. HVAC Maintenance. Operation, maintenance and repair of heating, ventilation, and air conditioning (HVAC) systems for any Unit are the sole responsibility of the Owner. Other than as may exist at the time of purchase, no HVAC system or component may be installed or operated in a Unit without prior approval of the Association. No penetrations or fixtures will be allowed on the roof without prior approval of the Association. HVAC units should be kept to a minimum and must comply with good engineering practices and any applicable building code, ordinance or regulation.

3.12. Rental / Leasing of Units. The Rental and leasing of Units by Owners will be allowed subject to the following:

3.12.1. No Unit may be rented or leased for less than a six (6) month period;

3.12.2. No Unit shall be used for transient rental purposes (being defined as a rental or lease for any period of time under six (6) months);

3.12.2. No Unit may be advertised or held out to the public as a place available for rent by transients, regardless of the occurrence of such rental or lease;

3.12.4. All rental or lease agreements shall contain a clause or clauses explicitly requiring that the tenant observe and agree to all covenants and rules of this Declaration and of the Association;

3.12.5. The tenant must acknowledge the occupancy limitations provided in this Declaration; and

3.12.5. The Board of Trustees will have the right to review and approve all lease or rental agreements for purposes of determining the term and for such clause or clauses requiring observation of the covenants and rules of this Declaration and of the Association; and

3.12.6 The Board of Trustees shall have the right to grant hardship exceptions from these lease restrictions to Owners who show good cause.

3.13. Discharge of Lien. The Owner shall promptly discharge any lien which may hereafter be filed against their Unit and shall otherwise abide by the provisions of the Act relating to liens against Units. The Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the common areas for construction performed or for labor, materials, services or other products incorporated in or otherwise attributable to the Owner's Unit at such Owner's request.

ARTICLE 4 USE OF UNITS, COMMON AREA AND LIMITED COMMON AREAS

4.1. Permitted Uses. The Units are intended exclusively for and restricted to residential use. No Owner shall occupy or use their residential Unit, or permit the same or any part thereof to be occupied or used for any purpose other than for residential use; provided, however, that such residential Units may be used for incidental office purposes so long as:

4.1.1. such office purposes do not negatively impact the use of any other Unit or the peaceful environment of the community;

4.1.2. no appreciable increase in individual foot traffic or vehicular access and traffic is allowed in connection with such office purposes;

4.1.3. such office purposes are in compliance with relevant zoning ordinances; and

4.1.4. the Owner obtains permission for such use from the Association, which permission may be conditional, temporary and can be withheld or withdrawn for any reason.

4.2. Prohibited Uses. The following uses and activities shall not be permitted in any Unit:

4.2.1. No Owner shall do or permit anything to be done in such Owner's Unit which may do any of the following: (a) increase the existing rate of or violate the provisions of any insurance carried with respect to the Property; (b) create a public or private nuisance, commit waste or unreasonably interfere with, annoy or disturb any other Owner or occupant of the Property (improvements permitted under Section 3.5 shall not be deemed to constitute such unreasonable interference, annoyance or disturbance so long as conducted promptly and in a workman-like manner and with the least disruption to other Owners); (c) violate any present or future law, ordinance, regulation nor requirement including, without limitation, those relating to hazardous substances, hazardous wastes, pollutants or contaminants, those relating to access by disabled persons and the requirements of any insurance or underwriters or other similar body relating to the Property; or (d) otherwise detract from the appearance or value of the Property.

4.2.2. The Owner shall neither act nor do any work that will impair the structural soundness or integrity of the Building or safety of the property or impair any easement or hereditament without the written consent of all Owners. The Owner shall not paint, decorate or alter any portion of the exterior of the Building or other Common Area, Limited Common Area, or any other area contained therein, without first obtaining written consent of the Association.

4.2.3. No Owner shall service vehicles on the property or use the Property for storage of inoperable or unregistered vehicles not being used on a regular basis. As used herein, a vehicle shall be considered "stored" and therefore in violation of this covenant if inoperable or unregistered and maintained at the Property in any area for more than ten (10) days.

4.2.4. No occupants of a Unit may have more than two (2) pets kept within the Unit at any time, whether temporarily or permanently. Any pets that comprise a nuisance, intimidate or endanger residents, guests or invitees of the Project, create smells, make excessive noise, damage or soil Common Areas or that are otherwise improperly cared for or restrained, shall be subject to removal by the act of the Association. Pets of any kind shall be maintained by privilege only and may not be maintained at a Unit as a matter of right. Pet owners shall be responsible to clean up and properly dispose of any urination, feces or other waste or damage committed by their pets. Any Owner or occupant of a Unit that fails to clean up waste from their pets shall immediately reimburse the Association for any costs incurred by the Association for cleaning or other waste removal and the pet shall thereafter be subject to removal from the Project on the order of the Association. In any actions relating to pets within the Project, the decision of the Board of Trustees of the Association shall be final and binding as the final arbitrators of such matters. The Board of Trustees of the Association shall have power to determine procedures, rules and regulations regarding maintenance of pets and the process of removal of pets, which procedure, rules and regulations may change at any time.

4.2.5. No sign, flag (other than a U.S. flag properly displayed), lettering, display or advertising device of any nature may be erected, displayed or maintained on any part of the Property (including placement of signs within a Unit or other location of the Property which are visible from the Common Areas) without prior approval of the Association, except as may be necessary temporarily to caution or warn of danger or to advertise the sale of a Unit and except as may be adopted by rule or regulation from time to time. The Association shall have the right to approve or withhold consent from any design, lettering, content and color of any sign, flag, lettering, display or advertising device displayed on the Property. If the Association consents to the erection of any such sign, flag, lettering, display or device, the same shall be removed promptly at the request of the Association. Nothing in this Section shall impair the Declarant's right to erect or maintain signs incident to the original construction, legal requirements, and original sale of Units.

4.2.6. All utilities must be installed underground. Any equipment installed on the roof of the Building must not be visible from the ground level within the Property. No satellite dish, antenna, tower or any other equipment shall be placed, attached, affixed or maintained on the exterior walls or roof of the Building without prior approval of the Association, which may be withheld for any reason.

4.2.7. There shall be no obstruction of the Common Areas. Nothing shall be stored in the Common Areas without the prior consent of the Association.

4.2.8. There shall be nothing stored in the balconies or terraces constituting Limited Common Areas excepting patio furniture, frequently used and operable bicycles, and attractive decorations, and barbeque units legally operable from such balconies and terraces.

4.2.9. Nothing shall be altered or constructed in or removed from the Common Areas or Limited Common Areas except upon the written consent of the Association which may be withheld for any reason.

4.2.10. Except in areas designated on the Plat or by the Association, no rubbish, trash, garbage or other waste shall be stored, kept, deposited, or burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each Unit shall be kept free of trash and refuse by the Owner of such Unit. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in any Unit. The Association may provide a common dumpster for the Owners' use, to be kept in the area designated, and may assess the fees and costs incident to the dumpster and disposal of trash as Common Expenses. The following shall not be placed in the common dumpsters: toxins, paint, paint thinner, solvents, noxious chemicals of any type, unwrapped wet trash of any type, explosives, pressurized cans or bottles, recyclables which are regulated by ordinance, objects which are too large for the facilities, old carpets, floorings, construction debris, large containers of any type, hazardous substances, or any other object or matter which is unlawful to dispose of in unregulated public dumpsters or which would overfill and make the dumpster unusable by other Owners.

4.2.11. Retail or wholesale sales operations of any type shall be prohibited except upon the consent, approval and conditions imposed by the Association.

4.3. Moving and Relocation Activities. Moving and relocation activities must be restricted so as not to interfere with the other Owners' use of their Units or the Common Areas. Furniture and equipment shall be moved in and out of the Building only through such access and only at such times of day as may be designated by the Association from time to time.

4.4. Limited Common Areas. The use and occupancy of designated Limited Common Areas shall be reserved for the Unit to which such Limited Common Area is assigned, and each Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas specific to their Unit.

4.5. Parking. The Parking Area is part of the Limited Common Areas. However, any parking stall is a part of the Limited Common Area and shall be specifically assigned to a Unit and is an appurtenance of that Unit for so long as it is assigned to that Unit. The Board shall have the authority to assign and transfer parking stalls. No parking stall can be separated from its assigned Unit except as provided herein. Parking stalls within the Parking Area will be assigned by Declarant as the Units are sold. Once all of the parking stalls are assigned, the Association may identify by rule the parking stall as part of the Limited Common Area assigned to a Unit. The Association shall have a power of attorney to execute an amendment to the Declaration for such purpose. The Parking Area shall be available for the general use of the Owners and their tenants. Notwithstanding, no person shall use the Limited Common Area of an Owner without permission to do so. The costs associated with the Parking Area will be separately and specifically assessed only to Owners assigned a parking stall.

4.5.1. Declarant shall administer the assignments and regulations of the Parking Area until the Declarant owns no more Units. Thereafter, the Association shall administer all matters relating to the Parking Area.

4.5.2. From time to time, the Association may regulate the use of the Parking Area through issuing permits, cards or tags; placing restrictive and/or directional signage; and arranging for tow-away.

4.5.3. The Association may limit parking permits, cards or tags to one (1) per Unit.

4.5.4. Parking permits, cards or tags are intended strictly for the use of Owners for their assigned stalls and Limited Common Area. The sale or transfer of parking permits, cards or tags to parties other than an Owner is prohibited. The Board of Trustees of the Association shall be the exclusive arbitrator of any disputes regarding parking, and any decision rendered by the Board of Trustees with respect to any parking dispute shall be final, binding and conclusive for all purposes and enforceable in a court of law. The Association may adopt, from time to time, rules and regulations for hearing any disputes of Owners in connection with the Parking Area.

4.5.5. No long-term parking is permitted in any designated parking places. No campers, boats, watercraft, RVs, ATVs, snowmobiles or trailers may be parked in a designated space for more than two (2) consecutive days or for more than five (5) days within any thirty (30) day period. No vehicle may be operated in or on the Property except on designated lanes and driveways. No motorcycles except fully licensed "street legal" motorcycles may be parked in any designated parking place.

4.6. Occupancy Limitations. All Units shall comply with the local zoning ordinances with regards to occupancy limitations. This restriction may be waived on a temporary basis (for no more than 5 days) by the Association upon application from an Owner.

4.7. Maintenance of Storage Areas. Lessees of designated storage areas shall be responsible to maintain doors, doorways, and exterior surfaces and the interior of such storage areas clean and well-maintained in order to maintain a sightly and well maintained appearance. Storage of hazardous or flammable materials is prohibited in such storage areas. All other rules and regulations herein and as adopted by the Association will apply to the storage areas.

4.8. General. The Association may at any time create, amend, modify or revoke such reasonable rules and regulations for the Property and all business, activities or use of any Unit shall be subject to such rules and regulations as may be adopted by the Association. All Units will be subject to any requirement, uses or restrictions imposed upon Declarant by the State of Utah, Salt Lake County, or the City of Salt Lake as a condition to the issuance to Declarant of occupancy permits.

4.9. Assignment of Limited Common Areas. Unless otherwise designated once a Limited Common Area is assigned to a Unit, it shall remain so until reassigned by board resolution, even if the Unit to which it is assigned is sold, conveyed or transferred without reference to the Limited Common Area.

ARTICLE 5 MANAGEMENT OF THE COMMON AREAS

5. 1. Common Areas. The Common Areas have been defined and described in Section 1.5., above, and are also designated on the Plat. Subject to the obligations of Owners to maintain Limited Common Areas appurtenant to their Units, the necessary work of operation, management, maintenance, replacement and improvement of the Common Areas and the Limited Common Areas shall be the responsibility of the Association only.

5.1.1. Maintenance. The Association shall provide for the operation, management, maintenance, replacement and improvement of the Common Areas reasonably necessary to keep them clean, safe, aesthetically-pleasing in appearance, lighted as appropriate, functional and generally in good condition and shall pay for all utility services furnished to the Common Areas. The maintenance shall include the removal of weeds and debris and the removal of ice, snow and rubbish. The maintenance will also include re-striping and re-surfacing and otherwise maintaining the Parking Area to make the Parking Area appropriately usable. The Association shall separately assess the costs of maintenance of the Parking Area only to those Units having an assigned parking stall.

5.1.2. Improvements. Additions or capital improvements to the Property costing no more than Ten Thousand Dollars (\$10,000) may be authorized by the Board of Trustees alone. Additions or capital improvements to the Property exceeding Ten Thousand Dollars (\$10,000) must be authorized by a majority vote of a quorum of the Owners at an annual meeting or any special meeting of the Owners called for such purpose.

5.1.3. Costs. The costs of compliance with this section shall be part of the Common Expenses.

ARTICLE 6 ASSESSMENTS

Owners shall pay assessments in accordance with the following terms and provisions:

6.1. Assessment for Common Expenses. Annual assessments shall be made upon the Owners by the Association and shall be based on the cash requirements deemed to be such aggregate sum as the Board of Trustees of the Association shall from time to time determine is reasonably necessary and which is to be paid by all of the Owners to provide for the payment of all Common Expenses. The Common Expenses include, among other things, the following:

6.1.1. Insurance. Premiums relating to "master" or "blanket" casualty and property insurance protecting against fire and other perils which are customarily covered with respect to similar condominium projects including, but not limited to, extended coverage for vandalism, earthquake, casualty, public liability and malicious mischief with endorsements attached issued in the amount of the maximum replacement value of all of the Units.

6.1.2. Maintenance Expenses. Water charges; landscaping and care of grounds; common lighting and heating and cooling; repairs and renovations; painting; replacements; reserves for replacements; resurfacing and reserves for resurfacing; re-roofing and appropriate reserves therefor; garbage collections; etc.

6.1.3. Management Expenses. Expenses of management, taxes and special assessments until separately assessed, wages, legal and accounting fees, management fees, expenses and liabilities incurred by Association under or by reason of this Declaration or the Bylaws; and

6.1.4. Miscellaneous. The payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund as well as any other costs and expenses relating to the Common Areas and Facilities and Limited Common Areas.

6.2. Regular Assessments. Prior to January 1 of each calendar year, the Association shall notify each Owner of the amount of such Owner's share of the Common Expenses for the forthcoming calendar year as set forth in the relevant budget. Assessments shall be made to each Unit and each Owner in proportion to the fractional undivided interest apportioned to each Unit in the Common Area.

6.3. Individual Assessment. Any expenses benefiting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefited ("Individual Assessment"). Individual Assessments shall include, but are not limited to:

6.3.1 Assessments levied against any Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the provisions of this Declaration or rules and regulations of the Association and for fines or other charges imposed pursuant to this Declaration for violation of this Declaration, the Bylaws or any rules and regulations of the Association.

6.3.2 Any reasonable services provided to Unit by the Association due to an Owner's failure to maintain the same in order to protect the health, safety and welfare of adjoining Unit owners and the Association in general.

6.3.3 Any utility, data, entertainment, or communication service provided to a Unit by the Association or other service providers authorized by the Association, pursuant to a contract or other agreement, to provide services to Owners.

6.3.4 Any other cost, expense, or penalty attributable to an individual Unit or group of Units.

6.3. Adjustments / Special Assessments. The Board of Trustees of the Association may at any time or from time to time during any calendar year revise the budget or make a special assessment and then alter the amount of the monthly payments or mandate a special payment to be made by the Owners.

6.4. No Exemption. All Owners shall be obligated to pay the assessments imposed by the Association to meet the Common Expenses. No Owner shall be exempt from assessment liability. No Owner may become exempt from liability by waiver of the use or enjoyment of any of the services, Common Areas, or by abandonment of the Unit. The liability for assessments shall be a personal expense and obligation of the Owner. In the event the Unit is occupied by a non-Owner, the liability for assessments shall be a personal expense and obligation of both the non-Owner occupant and the Owner. To the extent the Association performs maintenance on any Limited Common Area which is required to be performed by the Owner, the Association shall be entitled to make a special assessment to the Owner for the cost of such maintenance, plus an amount equal to fifteen percent (15%) of such expense. Such assessment will be payable within thirty (30) days of assessment.

6.5. Late Payments and Collection of Delinquent Assessments.

6.5.1. Late Fees. The Association may establish and assess reasonable charges for delinquent payments of such monthly or special payments. A late fee of five percent (5%) on the delinquent amount shall be deemed to be a reasonable penalty if not paid by the due date or within five (5) days thereof. Assessments not paid within thirty (30) days of the due date shall bear interest at the rate of eighteen percent (18%) per annum on all delinquent amounts, including late fees, attorney fees or special assessments.

6.5.2. Collection of Rent. If an Owner shall at any time lease or rent such Owner's Unit and shall default in the payment of assessments then the Association may, at its option, demand and receive from any tenant of the Owner the rent due or becoming due for so long as such default shall continue. Each Owner hereby consents to and authorizes the collection and receipt of all rents to the Board of Trustees on behalf of the Association for such purpose. The payment of rent to the Association shall discharge such tenant for rent due and shall discharge the Owner for such assessments to the extent of the amount so paid. The Association shall be entitled to the appointment of a receiver, if necessary, to give effect to this Section.

6.5.3. Cessation of Services. If an Owner shall be in default for one (1) month in the payment of assessments, then the Association may, at its option, and for so long as such default shall continue, cease to provide any or all services to such Owner's Unit.

6.5.4. Lien for Nonpayment of Common Expenses. All sums assessed to any Unit, including interest thereon, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances except: (1) tax and special assessment liens on the Unit in favor of any assessment unit and special district; and (2) encumbrances on the Owner's Unit recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

6.5.4.1. To evidence such lien, the Association or its managing agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be recorded in the office of the recorder of the County of Salt Lake, State of Utah. Such lien for assessments shall attach from the date of the failure of payment of the assessment, and may be enforced by the foreclosure on the defaulting Owner's Unit by the Association in like manner as a mortgage or deed of trust on real property upon the recording of a notice or claim thereof. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney fees and any such expenses shall constitute a part of the lien on the Unit. The Owner shall also be required to pay over to the Association any rents received for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

6.5.4.2. Any encumbrancer holding a lien on a Unit may pay any unpaid common expense payable with respect to such Unit, and, upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of their encumbrance.

6.5.5. Suit for Recovery. Suit to recover a money judgment for unpaid assessments is maintainable without foreclosing or waiving the lien securing it. The prevailing party in such action is entitled to recover its costs of suit and reasonable attorney fees.

6.5.6. Attorneys Fees for Enforcement. If the Association is required to engage the services of an attorney to enforce the provisions of this Declaration, all attorneys fees and costs incurred by the Association will be considered a special assessment against the Unit and payable as hereinabove described, with or without suit, and including any appeals of any decisions and proceedings to enforce any decision or judgment.

ARTICLE 7 EASEMENTS

7.1. Easements for Encroachments. None of the rights and obligations of the Owners created herein or by the deed creating the Unit shall be altered in any way by encroachment due to settlement or shifting or variations in structures, error in the original construction of the Building, error in the Plat, changes in position caused by repair or reconstruction of the Property, or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

7.2. Reservation for Access, Maintenance, Repair and Emergencies. The Association shall have the irrevocable right, to be exercised by an officer, Board member, managing agent, or their agents for the Association, to have access to each Unit from time to time with reasonable notice and during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Areas therein or accessible therefrom, or without notice for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. This also includes the right to connect into and use in common such utility lines, water lines, sewer lines, gas lines, drainage, as well as driveways, roads and common parking within the Property.

7.3. Costs. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or Facilities, or as a result of emergency repairs within another Unit performed by the Association shall be a common expense of all of the Owners; provided, however, that if such damage is the result of the negligence of an Owner, then such Owner shall be responsible for all of such damage. In taking or directing any action under this Section, the Association shall not be liable for any loss or damage unless the same results from the Association's gross negligence. Restoration of the damaged improvement(s) shall be only as necessary to return the improvement(s) to substantially the same condition as prior to the damage. Temporary loss of use of a Unit as a result of the actions of the Association under this Section shall not be compensable to the Owner, nor shall any other costs or expenses to the Owner or their tenants be paid except for the actual costs of restoration of the Unit as provided herein. Any person purchasing, renting or using a Unit hereby waives and releases all claims or damages for loss of use, consequential or actual damages.

ARTICLE 8 THE ASSOCIATION

8.1. Membership in the Association. An Owner of a Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of ownership.

8.2. Administration and Management. The Association shall vest the administration and management of the Project in a Board of Trustees and in the officers of the Association as set forth the Governing Documents.

8.3. Duties and Powers of the Association. In addition to the duties and powers enumerated in the Articles of Incorporation and Bylaws, or as elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

8.3.1. Own and/or maintain and otherwise manage all of the Common Areas, improvements, and landscaping thereon, including but not limited to any driveways, fixtures, parking areas, fences, equipment, or any other property acquired by the Association.

8.3.2. Pay any real and personal property taxes and other charges assessed against the Common Areas and Limited Common Areas.

8.3.3. Be authorized to lease common areas designated on the plat as storage.

8.3.4. Be authorized to assign limited common areas designated on the plat as parking.

8.3.5. Have the authority to obtain, for the benefit of all of the Common Areas, utility services, including all water, gas, sewer, electric services, and refuse collection.

8.3.6. Grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Common Areas, the Units, or adjoining properties.

8.3.7. Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, all as more specifically set forth below.

8.3.8. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same upon reasonable notice to said manager or managing agent for cause.

8.3.9. Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees.

8.3.10. Have the power to adopt and establish by resolution such Building management and operational rules as the Association may deem necessary, desirable and convenient for the maintenance, operation, management and control of the Property and the Association may, from time to time by resolution, alter, amend and repeal such rules. Owners shall, at all times, obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Owners and/or occupants of the Property, their heirs and assigns.

8.4. Failure of the Association to Insist on Strict Performance and Waiver. The failure of the Association or its authorized agent to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions contained in the Governing Documents, or to exercise any right or option, shall not be construed as a waiver or a relinquishment for the future of such terms, covenants, conditions or restrictions and they shall remain in full force and effect. In the event of the receipt by the Association or its agents of any assessment from an Owner, with knowledge of such a breach, no waiver by the Association or its agent of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association or its agent.

8.5. Limitation of the Association's Liability. The Association and its agents shall not be liable for any failure of water supply or other services to be obtained and paid for by the Association hereunder or for injury or damage to person or property caused by the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association or its duly authorized employees or agents. No diminution or abatement of Common Expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or from any action taken to comply with a law, ordinance or order of a governing authority.

8.6. Articles and Bylaws. The Association shall be governed by and operated in accordance with its Bylaws which may be amended or modified as provided in such Bylaws. A true copy of the Articles of Incorporation and the initial Bylaws of the Association are filed as a part of this Declaration. A true copy of the Bylaws of the Association is attached hereto as Exhibit C. A true copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D. Recording of the Articles or Bylaws shall not thereby prevent the same from being amended in

accordance with Utah law or provisions set forth in the Bylaws. Nothing herein shall require that any new Articles or Bylaws be recorded.

ARTICLE 9 INSURANCE

The Association shall obtain and maintain, at all times, a policy or policies issued by generally acceptable insurance carriers insuring the Association, the Unit Owners and their agents and employees against fire and other perils which are customarily covered with respect to similar condominium projects including, but not limited to the following:

9.1. Property Insurance. A "master" or "blanket" type policy of casualty and property insurance covering the Property. At a minimum, such policy shall provide for property and casualty, fire, with extended coverage and standard all-risk endorsements, and to include vandalism and malicious mischief on Common Area and Limited Common Area. In addition, if applicable, boiler, machinery and equipment breakdown insurance and elevator insurance shall be obtained. The total amount of insurance, after application of deductibles, shall be one hundred percent (100%) of the replacement value of the insured property exclusive of land, foundation and other items normally excluded from property and casualty policies.

9.2. Liability Insurance. The Board of Trustees shall maintain in force and pay the premiums for a policy providing commercial general liability insurance coverage for all of the Common Areas insuring against any liability to the public or the Owner(s) of the Units' Common Areas, and its/their invitees, guests, or tenants, incident to the ownership and/or use of the Common Areas, issued by such insurance companies and with such limits of liability as determined by the Association. The policy will include coverage for the operation of automobiles or other vehicles or equipment on behalf of the Association. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced with respect to any claims or actions against another named insured.

9.3. Supplemental Insurance. In addition, the Association shall obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other condominium projects similar in construction, design and use. These shall include, but shall not be limited to:

9.3.1. Workers compensation and employer's liability insurance in the amounts and in the forms required by law if the Association has employees which would require such coverage.

9.3.2. Fidelity coverage against the dishonesty of employees, destruction or disappearance of money or securities and forgery, including coverage for those who serve the Association without pay.

9.3.3. Coverage of members of the Board and officers of the Association against errors and omissions, libel, slander, false arrest, invasion of privacy, and other forms of liability generally covered in officers and directors (Or trustees as the case may be) liability policies.

9.3.4. Coverage of all other perils which are customarily covered with respect to condominiums similar in construction, location and use.

9.4. Named Insured. The name of the insured under such policy shall be "Huntington Downtown Owners' Association, Inc., on behalf of and for the use and benefit of the individual Owners", and the Declarant for so long as Declarant continues to own any interest in the Project. Any loss payable shall be in favor of the Association, as trustee for each Owner and such Owner's mortgagee. Each Owner and such Owner's mortgagee shall be beneficiaries of such policy in the percentage of such Owner's undivided interest in the Common Areas.

9.5. Notice of Termination. To the extent that such arrangements are possible with each insurer, and without additional costs, each policy shall provide that twenty (20) days written notice shall be given to each Owner, and to each entity listed as a scheduled holder of a first mortgage in such policy, prior to any cancellation of the policy.

9.6. Individual Property Insurance. Each Owner shall have the right and responsibility to separately insure improvements within the Owner's Unit and the Owner's personal property against loss by fire or other casualty. Any

insurance on improvements to the Unit should be limited to coverage of a type and nature commonly known as "tenant's improvements". All such insurance that is individually carried must contain a waiver of subrogation rights by the insurer as to all other Owners, the Association, the Declarant, and Mortgagees. Such insurance carried by the Owner will also be primary and non-contributory to any other insurance maintained by the Association.

9.7. Qualified Insurance Carriers. The Association shall be restricted to generally acceptable insurance carriers for obtaining insurance coverage.

9.8 Payment of Deductible. If any Owner damages or destroys property insured by the Association, the Owner shall be responsible for the deductible. Any deductible assessed to an Owner shall be a special assessment and shall be collectible in the same manner as an assessment.

ARTICLE 10 TAXES

10.1. Taxes. It is acknowledged that under the Act each Unit and each of said Unit's undivided interest in the Common Areas of the Property is subject to separate assessment and taxation by each assessing authority and special district for all types of taxes authorized by law. Each Owner will, therefore, pay and discharge any and all taxes which may be assessed against any of said Units based upon the undivided interests in the Common Areas of any such Unit to the extent not assessed to and paid for by the Association and/or against the items of personal property located in or upon any Unit owned by the Owner.

ARTICLE 11 CONDEMNATION

11.1. Consequences of Condemnation. If at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority, or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply:

11.1.1. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association.

11.1.2. Complete Taking. In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The condemnation award shall be apportioned among the Owners on the basis of each Owner's undivided interest in the Common Areas, provided that if a standard different from the value of the property as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

11.1.3. Share of Condemnation Award. On the basis of the principle set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the following order:

11.1.3.1. For payment of the balance of the lien of any first mortgage;

11.1.3.2. For payment of taxes and special assessments liens in favor of any assessing entity;

11.1.3.3. For payment of unpaid common expenses;

11.1.3.4. For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

11.1.3.5. The balance remaining, if any, shall be paid to the Owner.

11.1.4. Partial Taking. In the event that less than the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners, as follows: (1) the total amount allocated to taking of or injury to the general common elements shall be apportioned among the Owners on the basis of each Owner's undivided interest in the Common Areas; (2) the total amount allocated to severance damages shall be apportioned to those Units, or portions thereof which were not taken or condemned; (3) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within their own Unit shall be apportioned to the particular Unit involved; and (4) the total amount allocated to consequential damages and any other taking or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable.

11.1.5. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners or remaining Units for amendment of this Declaration as provided herein. The provisions of this Section shall be construed so as to comply with the applicable provisions of the Act. In the event of conflict, the Act shall control.

11.1.6. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified below.

11.2. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be used to reconstruct it. As used in this paragraph, "reconstruct" means restoring the Building to substantially the same condition in which it existed prior to the fire, casualty or other disaster, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before. Such reconstruction shall be managed and accepted by the Association.

11.2.1. Insufficient Proceeds. If the insurance proceeds are insufficient to reconstruct the Building, damage to or destruction of the Building shall be promptly repaired and restored by the Association, using proceeds of insurance, if any, on the Building for that purpose, and the Owners shall be liable for assessments for any deficiency. However, if three-fourths (3/4) or more of the Building is 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 (100) days after such destruction or damage make provisions for reconstruction, then after the Association has obtained the approval of the Eligible Holders as set forth in Section 14.2.2. hereof, the Association shall record, with the Office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts; and upon the recording of such notice (1) the property shall be deemed to be owned in common by the Owners; (2) the undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas; (3) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners of the property; and (4) the Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Areas, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the Property owned by each Owner.

11.2.2. Election to Dispose of Property. Notwithstanding all other provisions hereof, in the event of a fire, casualty or other disaster which affects fifty percent (50%) or more of the Property, after the Association has obtained the approval of the Eligible Holders as set forth in Section 14.2.2. hereof, the Owners may, by an affirmative vote of at least three-fourths (3/4) of the voting power, at a meeting of Owners duly called for such purposes, elect to sell or otherwise dispose of the Property. Such action shall be binding upon all Owners and it shall

thereupon become the duty of every Owner to execute and deliver such instruments and perform all acts as in such manner and form as may be reasonably necessary to effect the sale.

ARTICLE 12 ENFORCEMENT

12.1. Liens Against Units. Subsequent to the recording of this Declaration in the Official Records and while the Property remains subject to the Act, no new lien or encumbrance shall thereafter arise or be created against the Property as a whole excepting construction or other financing and liens incurred by Declarant that may be released by Unit upon the sale of each Unit. During such period, liens or encumbrances shall arise or be created only against each Unit in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created on or against any other separate parcel of real property subject to individual ownership. No labor performed or materials furnished with the consent or at the request of an Owner or such Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, except liens filed for improvement to the Common Areas at the request of the Association.

12.2. Right to Cure. If any Owner fails to perform any obligation under this Declaration, then the Association may proceed to cure the default after thirty (30) days written notice and failure of the Owner to cure any failure, and the Association shall be entitled to a reimbursement of all costs incurred in effecting such cure, plus collection costs.

ARTICLE 13 MODIFICATIONS

13.1. Amendments. In addition to the amendment procedure provided by law and elsewhere in this Declaration, the Owners shall have the right to amend this Declaration and/or the Plat upon the rate of approval and/or consent of the Owners of two-thirds (2/3) of the undivided interests in the Property, voting in accordance with each Owner's fractional undivided interest in the Common Areas, which amendment(s) shall be effective upon proper recordation with the Salt Lake County Recorder. Nothing herein shall diminish or take away the rights of any Owner to vote, to utilize their Unit in a normal way or otherwise to materially affect or reduce the rights of any Owner in their Unit except as it affects all Units and Owners.

13.2. Rights of Declarant. Any amendment to this Declaration or the Plat which has the effect of diminishing or impairing any right, power, authority or control accorded to Declarant in its capacity as Declarant shall not be effective unless consented to in writing by Declarant. Declarant shall have the right to amend this Declaration at any time, without consent of the Owners, until Declarant has transferred more than one-third (1/3) of the Units and so long as the amendment does not materially impair the rights or interests of any existing Unit Owner.

13.3. Transferable Limited Common Area. Declarant and the Association will have the right to amend this Declaration without approval of the Owners to (i) recognize the assignment of Transferable Common Area to a Unit and Unit Owner, and (ii) recognize the transfer of Transferable Limited Common Area from one Unit Owner to another Unit Owner.

ARTICLE 14 MORTGAGE PROTECTION

Notwithstanding all other provisions hereof:

14.1. Association Liens Subordinate. The liens created hereunder upon any Unit shall be subject and subordinate to, and shall not affect the rights of, the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to the provisions hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

14.2. First Lien Holders' Rights.

14.2.1. Notices of Action. An Eligible Holder, upon written request (stating the name and address of such Eligible Holder and the Unit number with which it is in privity) to the Association, will be entitled to timely written notice of: (1) any proposed amendment of the Governing Documents effecting a change in: (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (ii) the interests in the general or limited common elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (iii) the number of votes in the Association appertaining to any Unit; or (iv) the purposes to which any Unit the Common Areas, or the Limited Common Areas are restricted; (2) any proposed termination of the condominium regime; (3) any loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder; (4) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of such Eligible Holder, insurer or guarantor, where such delinquency has continued for a period of 60 days; and (5) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

14.2.2. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders are legally binding: (1) any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the declaration and the original plans and specifications unless the approval of the Eligible Holders of first mortgages on Units to which at least 51% of the votes of units subject to mortgages held by such Eligible Holders are allocated, is obtained; and (2) any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the Project or the Property must require the approval of the Eligible Holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

14.2 Modification or Amendments. Unless the Act otherwise provides or unless all holders of first mortgage liens on individual Units have given their prior written approval, the Owners of the Property or the Association shall not be entitled to:

14.2.1. Change the pro rata interest or obligations of any Unit for purposes of levying assessments and determining the undivided interest of an Owner in the Common Area (except for the Transferable Limited Common Area);

14.2.2. Partition or subdivide any Unit or the Common Areas; or

14.2.3. By act or omission, seek to abandon the condominium status of the Property except as provided by statute in case of substantial loss of the Units and Common Areas as set forth in this Declaration.

14.4. No Affect on Mortgage. No amendment to this Article shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

14.5. Subordination Agreement Required for Non-First Mortgages. Only by subordination agreement executed by the Association can the benefits of the foregoing Sections be extended to mortgages not otherwise entitled thereto. Nothing herein shall require the Association to subordinate its liens to any other mortgages.

ARTICLE 15
INTERPRETATION

15.1. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of operating the Property as a condominium project and as specified herein. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

15.2. Priority over Act. In the event of any conflict between the provisions of this Declaration and the provisions of the Act (or any successor or substitute provisions), the provisions of this Declaration shall control to the extent permitted by applicable law.

15.3. Construction. This Declaration shall inure to the benefit of, and be binding on, the Declarant, the Association, and each Owner and their respective heirs, personal representatives, successors and assigns. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws, (excluding the choice of laws rules) of the State of Utah. The captions and headings for the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions 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 hereof.

15.4. Severability. Whenever possible, each provision of this Declaration which is determined to be invalid or prohibited under applicable law, such provision shall not invalidate the remainder of such provision or the remaining provisions of this Declaration and the invalid or prohibited provision shall be adjusted or modified to the extent necessary to make such provision enforceable in order to reach the original intent of the parties hereto.

15.5. Exhibits. Each of the exhibits that is referred to herein and that is attached hereto is an integral part of this Agreement and is incorporated herein by reference.

15.6. Notices. The Association shall maintain records setting forth the names and mailing address of each Owner, as set forth in this Declaration and it shall be the responsibility of each Owner, and not the Association, to insure that such records are kept current as to such Owners. All notices, writings, information, documents or other communications that are required or permitted to be given hereunder shall be in writing, shall be addressed to any Owner in accordance with the Association's records and shall be deemed to be given and received either: (i) on the date of delivery if personally delivered; or (ii) on the third business day following mailing, if delivered by regular first-class or certified mail, return receipt requested. All notices or demands intended to be served upon the Association shall be given by registered or certified mail or first-class mail, postage prepaid, to the address of the Association. All notices or demands to be served on mortgagees pursuant hereto shall be sent by either registered or certified mail, or first-class mail, postage prepaid, addressed in the name of the mortgagee at such address as the mortgagee may have furnished to the Association in writing. Unless the mortgagee furnishes the Association such address, the mortgagee shall be entitled to receive none of the notices provided for in this Declaration.

15.7. Approvals. Unless provided in this Declaration, whenever approval or consent is required by any party hereto or the Association, such approval or consent shall not be withheld or delayed unreasonably. If any party hereto or the Association disapproves of some matter hereunder, then the reasons therefor shall be stated. If there is a dispute regarding the withholding of any approval or consent, then at the request of the party asking for the consent or approval, the party or the Association withholding such approval or consent shall join with the requesting party in binding arbitration proceedings as provided herein.

ARTICLE 16 DECLARANT RIGHTS

16.1 Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Board of Directors, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date ninety-five percent (95%) of the total number of Units to be developed upon the Property are occupied.

Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

16.2 Other Rights. In addition to any other rights under the Project Documents, as long as Declarant owns at least one (1) Unit within the Property Declarant:

16.2.1 Sales Office and Model. Shall have the right to maintain a sales office and model on one or more of the Units which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

16.2.2 For Sale Signs. May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Property, including without limitation, the Common Property.

16.2.3. Approval of Amendments. For so long as the Declarant owns at least one Unit within the Property, Declarant shall have the right to approve all amendments to the Project Documents proposed by the members.

16.3 Easements Reserved to Declarant.

16.3.1. The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Drainage and Utility Easement," "Sewer Easement," "Drainage and Sewage Easement," and "Open Space," or otherwise designated as an easement area over any road or Common Area on the Property, and over those strips of land running along the front, rear, side and other Unit lines of each Lot shown on the Plat.

16.3.2 An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Property and the Units therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Unit, or in the area or on the area in which the same is located, together with the right and

16.3.3 Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

16.3.4 The reservation to Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the project and the provision of utility services, and related services and facilities.

16.3.5 The Declarant further reserves unto itself, and its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body or municipality, to install and maintain pipelines, underground or above-ground lines, with the appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Declarant may deem necessary for the improvement of the Community in, over, through, upon and across any and all of the roads, streets, avenues, alleys, and open space and in, over, through, and across each and every Unit in any easement area set forth in this Declaration or as shown on the Plat.

16.3.6 The Declarant further reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Unit or Units in the Community except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Architectural Review Committee.

16.3.7 Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Unit and grade a portion of such Unit adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any Structure built on such Unit, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

16.3.8 Declarant further reserves unto itself, for itself and any Builder and their successors and assigns, the right, notwithstanding any other provision of the Declaration, to use any and all portions of the Property

other than those Units conveyed to Owners, including any Common Area which may have previously been conveyed to the Association, for all purposes necessary or appropriate to the full and final completion of construction of the Community.

16.3.9 The Declarant will take reasonable steps, and will ensure that any Builder takes reasonable steps, to avoid unduly interfering with the beneficial use of the Units by Owners.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.1. Effective Date. This Declaration shall take effect upon recording.

17.2. Limited Liability. Neither the Declarant, the Association, the Board of Trustees, nor any person acting under the direction of the same, shall have any liability to any person for actions taken or directed in good faith pursuant to the provisions of this Declaration, the Bylaws, or other Governing Document.

17.3. Declarant's Rights Assignable. All or any portion of the rights of Declarant under this Declaration or in any way relating to the Property may be assigned.

17.4. Covenants. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitude, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant. All parties who hereafter acquire any interest in a Unit shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determination contemplated by this Declaration. Failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or injunctive relief, or both. 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.

17.5. Compliance with Provisions of Declaration and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the provisions of the Articles of Incorporation and Bylaws of the Association, or other Governing Document, and the decisions and resolutions of the Association adopted pursuant thereto and as may be lawfully amended from time to time. Failure so to comply shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the managing agent or Board of Trustees in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner.

17.6. Rights of Owners to Enforce. Except under circumstances where the Association has expressly waived compliance with any provision of this Declaration or under circumstances where the Owners have waived such compliance by consent or at any duly called meeting of Owners, any Owner shall have the right to enforce the provisions of this Declaration, the Bylaws, or other Governing Document in their own name and as an Owner.

* * * * *

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration.

DECLARANT:

HUNTINGTON TOWNHOMES, LLC
a Utah limited liability company

By: HULME ENTERPRISES, LLC
its Managing Member

By: *Harvey R. Hulme*
Harvey R. Hulme
Manager / Member

ACKNOWLEDGEMENT:

STATE OF UTAH)
) ss.
COUNTY OF Utah)



The foregoing Declaration of Covenants, Conditions and Restrictions of Huntington Townhomes Condominiums was acknowledged before me by the foregoing Declarant this 3rd day of April 2008.

Betty Gordon
NOTARY PUBLIC

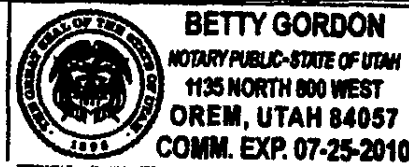
G & S PROPERTIES #2, LLC
a Utah limited liability company

By: Gary Maxwell
its Managing Member

By: *Gary Maxwell*
Gary Maxwell
Manager / Member

ACKNOWLEDGEMENT:

STATE OF UTAH)
) ss.
COUNTY OF Utah)



The foregoing Declaration of Covenants, Conditions and Restrictions of Huntington Townhomes Condominiums was acknowledged before me by the foregoing Declarant this 3rd day of April 2008.

Betty Gordon
NOTARY PUBLIC

EXHIBIT "A"

PARCEL ID # 16-06-455-040

Overall Description

Beginning at a point North 00°01'50" West 82.50 feet from the Southeast Corner of Lot 8, Block 23, Plat B, Salt Lake City Survey, and running
thence South 89°56'24" West 165.08 feet;
thence South 00°02'10" East 8.25 feet;
thence South 89°56'24" West 148.58 feet;
thence North 00°02'31" West 123.87 feet;
thence North 89°56'31" East 101.50 feet;
thence South 00°02'31" East 8.25 feet;
thence North 89°56'31" East 212.18 feet;
thence South 00°01'50" East 107.36 feet to the point of the beginning.

Contains 35,740 sq.ft. OR 0.82 acres.

EXHIBIT "B"

UNIT STATISTICS

Unit #	Sq Ft	Percentage	Unit #	Sq Ft	Percentage
101	1,099	2.34%	301	1,338	2.85%
102	1,094	2.33%	302	1,100	2.35%
103	1,094	2.33%	303	1,098	2.34%
104	1,094	2.33%	304	1,094	2.33%
105	1,108	2.36%	305	1,094	2.33%
106	1,110	2.37%	306	1,108	2.36%
107	1,104	2.35%	307	1,110	2.36%
108	1,104	2.35%	308	1,104	2.35%
109	1,104	2.35%	309	1,104	2.35%
110	1,103	2.35%	310	1,104	2.35%
111	1,090	2.32%	311	1,100	2.35%
112	1,096	2.34%	312	1,079	2.30%
113	1,098	2.34%	313	1,085	2.31%
114	1,096	2.34%	314	1,087	2.32%
115	1,094	2.33%	315	1,096	2.34%
116	1,108	2.36%	316	1,098	2.34%
117	1,058	2.25%	317	1,096	2.34%
118	1,042	2.22%	318	1,094	2.33%
119	1,058	2.25%	319	1,108	2.36%
201	859	1.83%	320	1,058	2.25%
202	1,071	2.28%	321	1,042	2.22%
			322	1,058	2.25%
			Total	46,939	100.00%

EXHIBIT "C"

BYLAWS
OF
HUNTINGTON DOWNTOWN OWNERS' ASSOCIATION, INC.
(a Utah non-profit corporation)

Pursuant to the provisions of the Utah Non-Profit Corporations Act, as amended, the Board of Trustees of HUNTINGTON DOWNTOWN OWNERS' ASSOCIATION, INC., a Utah non-profit corporation (the "Association"), hereby adopt the following Bylaws of the Association.

These Bylaws serve to govern the powers, duties and actions of the Association, and all terms, definitions and provisions are subject to and governed by the Declaration of Covenants, Conditions and Restrictions of Huntington Downtown Condominiums, together with any amendments thereto or restatements thereof (the "Declaration").

ARTICLE I
NAME AND OFFICE

- 1.1. Name. The name of the corporation is HUNTINGTON DOWNTOWN OWNERS' ASSOCIATION, INC.
- 1.2. Registered Office. The initial registered office of the Association within the State of Utah will be located at 686 East 110 South #204, American Fork, UT 84003. The Association may change its registered office at any time.
- 1.3. Use of Terms. Except as otherwise provided herein, all of the terms which are used in the Declaration shall have the same meaning when used in these Bylaws.

ARTICLE II
MEMBERS AND MEETINGS

- 2.1. Membership. Upon purchasing a Unit at Huntington Downtown Condominiums (the "Condominiums"), each Owner shall promptly furnish the Association with a copy of the deed or other instrument under which the owner acquired title to the Unit. Ownership of a Unit at the Condominiums entitles the Owner to membership in the Association. Members of the Association shall be referred to herein as "Members". A Member of the Association shall remain a Member for the period of ownership.
- 2.2. Annual Meetings. The annual meeting of the Members of the Association shall be held at such time, date and place as may be determined by the Board of Trustees, and if no determination is made, at the Association's registered office as set forth above, with the first such meeting to be held at 3:00 P.M. on the one year anniversary date of the Association's incorporation. The Board of Trustees may designate such other time, date and place for the annual meeting by giving proper notice in advance of the meeting. The purpose of the annual meeting is the election of officers and Trustees, and to consider such other business that comes before the meeting. If the Trustees are not elected at the annual meeting, the existing Trustees shall continue to serve until their successors are named in a special meeting called for that purpose or until the next annual meeting. The Trustees may change the time, date and place of the annual meeting as they see fit by formal resolution.
- 2.3. Special Meetings. Special Meetings of the Members may be called by any member of the Board of Trustees or by the President as they see fit or by the Members of the Association representing not less than one-third (1/3) of the total votes of the Association. Any notice of Special Meeting shall state the time, place and date of the meeting, and the matters to be considered at that meeting. When a Special Meeting is called by the Members of the

Association, the notice shall be in writing and delivered to the President. The President will then provide written notice to the Members of the Association.

2.4. Notice of Meetings. The Board of Trustees shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members not more than sixty (60) but not less than ten (10) days prior to the meeting. In the case of the annual meeting, no purpose need be stated in the notice. All notices shall be deemed to be given and received either: (i) on the date of delivery if personally delivered; or (ii) on the third business day following mailing, if delivered by regular first-class or certified mail, return receipt requested. Each Member shall register such Member's address with the Association, and it shall be the obligation of the Member to provide notice of any change of address to the Association. If no address is registered, the Association may mail that Member's notice to the Unit owned by the Member. Only one notice will be mailed on each Unit, so if there are multiple owners, they must designate one of them to receive the notice of the meeting on their behalf. Waiver of this notice requirement may be obtained by written consent of all Members.

2.5. Members of Record. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Association may designate a record date, not more than sixty (60) days nor less than ten (10) days prior to the meeting date to determine the Members entitled to notice and to vote at the meeting. If no record date has been fixed, the record date is deemed to be the date on which notice of the meeting was mailed to the Members. The persons appearing as Members as of the record date are deemed entitled to notice and to vote at the meeting. Persons who become Members subsequent to the record date, or whose ownership is not registered with the Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires such Member's Membership subsequent to the record date from voting the interest of such Member's predecessor under a written proxy.

2.6. Quorum. At any meeting of the Members, the presence of members, in person or by proxy, holding the right to cast more than 50% of the total votes of the Association shall constitute a quorum for the transaction of business. In the event that a quorum is not present at a meeting, the Members present, in person or by proxy, though less than a quorum, may adjourn the meeting to a later date set by those Members present. Notice of the rescheduled meeting will be sent to the Members providing at least ten (10) days notice of the new meeting. At any rescheduled meeting, a quorum will be deemed to exist comprised of those Members present in person or by proxy at the reconvened meeting.

2.7. Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing and signed by the Member as shown on the records of the Association. When a Unit is jointly held, the proxy must be signed by all of the joint owners of the Unit. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The secretary will make an entry of proxies in the minutes of the meeting.

2.8. Voting Rights. There initially shall be two classes of voting rights. Members shall not be entitled to split, partially abstain, or partially cast the votes attributed to their Unit. All votes attributed to a Unit must be voted together. In the event that multiple owners of a Unit are not able to agree on how to cast their votes, no votes attributed to that Unit will be counted. In such event, notwithstanding that such votes will not be counted, the Unit may still be counted as for purposes of determining whether a quorum exists for the conduct of business of the Association. If only one of the multiple owners of a Unit is present at any meeting, the other owners are deemed to have consented to that owner voting the interests of the Unit. In the event of Units held subject to foreclosed Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided however that when a Lender has taken possession of any Unit, the Lender shall be deemed to have succeeded to the interest of the Trustor or Mortgagor and shall then be entitled to cast that vote.

The Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to cast the number of votes attributed to the Unit(s) that the Member owns as described in Exhibit B of the Declaration, which is incorporated herein by reference..

The Class B Member shall be the Declarant. The Class B Member shall be entitled to four (4) times the number of votes attributed to the Unit(s) owned by it as described in Exhibit B of the Declaration. The Class B Membership

shall automatically cease and be terminated when Declarant, its successors or assigns, sell all Units owned by it or occupy its Units in a manner inconsistent with the development, build-out, sale, marketing, or other regular development activities of Declarant.

2.9. Simple Majority. Unless otherwise provided in the Declaration, any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the Members present at the meeting (and there is a quorum present). Election of Trustees will be by secret ballot. Other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.10. Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.11. Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if a majority of the Members consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if at least a majority of the Members waive notice prior to the conduct of the meeting. In any such case, notice of action taken without a meeting or without formal notice of any meeting shall then be given in writing to the Members who did not participate in the informal action, or who did not attend the meeting, within 10 days of the action or meeting.

ARTICLE III BOARD OF TRUSTEES

3.1. General Powers. The Board of Trustees shall have authority to manage and control the Property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, or by these Bylaws, provided, however, that those powers which are specifically reserved to the Members by law, the Articles of Incorporation, the Declaration or these Bylaws shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or others such of its powers as are appropriately delegated.

3.2. Number and Tenure. The initial Board of Trustees shall be composed of: Harvey R. Hulme, Gary J. Maxwell, and Bart D. Coon (the "Initial Trustees"). The Initial Trustees shall serve until the next annual meeting in which Trustees are elected, and shall continue to serve until successors have been elected and assumed office. Immediately after the election of the first Board of Trustees by the Members, the Trustees shall, by drawing lots, divide themselves into terms of two (2) years and terms of one (1) year. Thereafter, at each annual meeting, only those Trustees whose terms have expired will stand for election. Trustees need not be residents of the State of Utah or Members of the Association.

3.3. Board Meetings. The Board of Trustees shall have at least one meeting per year, which shall be within ninety (90) days preceding the Annual Meeting of Members for the purpose of setting the agenda for that meeting. The Trustees may meet as often as they see fit and as required by law or the Articles for purposes of approving annual reports, tax returns, and similar matters. Special Meetings may be called by the President or by a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing or by telephone not more than fifteen (15) days and not less than five (5) days prior to the date of the meeting.

3.4. Quorum. A quorum at a Board meeting will consist of a simple majority of the Board. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may be taken without meetings so long as a majority of the Board members consent to the action taken in writing, and, within ten (10) days thereafter, notice of the action taken is given in writing to any Board member not in attendance or not consenting to the action taken.

3.5. Assessment. Assessments of the Members, as called for in the Declaration, shall be levied by the Association and shall be a personal expense and obligation of every Member. The Trustees shall prepare an annual budget for presentation to the Members.

- 3.6. Deadlock. In the event of a deadlock by the members of Board, the President shall immediately call for a special meeting of the Members and, at the direction of the President, shall submit the matter to the Members for determination. A majority of the vote of the Members shall decide the action to be taken in such event.
- 3.7. Compensation. The Board of Trustees shall serve without compensation, provided that their reasonable out of pocket expenses for Association business, including the costs of attending Board meetings, if any, may be reimbursed by the Association.
- 3.8. Resignation or Removal. Any Trustee may resign at any time. If a Trustee is a Unit owner, the Trustee is deemed to have resigned when he or she sells (or otherwise is divested of) his or her Unit and therefore ceases to be Member of the Association. Any Trustee may be removed prior to the end of his or her term of office by an affirmative vote of sixty percent (60%) of the Members of the Association at a regular or special meeting called for that purpose.
- 3.9. Vacancies. Vacancies on the Board of Trustees will be filled by appointment of a successor by the remainder of the Board, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Trustee is to fill the balance of the vacant term which he or she has filled, and will stand for election at the expiration of that term.
- 3.10. Informal Action by Trustees. The Trustees may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board. The Trustees may waive notice of meetings by signing written waivers at the time of the meeting or by participating in any such meeting. Minutes of all board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice or that the Trustees waived notice by attendance and participation.
- 3.11. Restrictions on Board of Trustees and Members. Neither the Board of Trustees nor the Members of the Association shall take any action which would in, any way restrict, impair or impede the Declarant from completing the sale of all Condominiums in the Huntington Downtown Condominiums, or which would restrict ownership in such a way as to make any Unit less saleable. No restriction adopted in these Bylaws will have the effect of restricting use of any Unit to the extent that any particular use was allowed under the Declaration.

ARTICLE IV OFFICERS

- 4.1. Number. The officers of the Association shall consist of at least a President and a Secretary/Treasurer, all of which positions may be filled by the same person. The Board may establish a Vice President and such other officers as it deems appropriate.
- 4.2. Appointment and Tenure. The officers will be appointed by the Board of Trustees at their annual meeting, and all officers serve at the pleasure of the Board. All officers must be Members of the Association.
- 4.2. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board in a meeting called for that purpose. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 4.4. Duties of the President. The President shall preside at meetings of the Board of Trustees and at meetings of Members. The President shall sign, on behalf of the Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.
- 4.5. Duties of the Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President of the Board.

4.5. Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meetings of the Association Members and the Trustees, and cause notice of any meetings to be issued as called for in these Bylaws, to file annual reports, to prepare financial reports, maintain adequate financial records for the Association, and to perform all other assignments of the Board.

4.7. Compensation. The Officers may be compensated for their services in the discretion of the Board. Reasonable out of pocket expenses incurred in the course of performing duties for the Association will be reimbursed according to policies approved by the Board. The Board may fix such other compensation as it finds appropriate given the responsibility of the officers.

4.8. Delegation. The duties of the day to day operation of the Association, and all duties of maintenance required of the Association may be delegated by the President, when approved by the Board of Trustees, to such companies or persons as may be determined in the discretion of the President, and as approved by the Board of Trustees.

ARTICLE V INDEMNIFICATION

5.1. Indemnification Against Third Party Actions. The Association shall defend and indemnify the officers and Trustees against all actions, claims, and Suits brought by third parties against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a government agency. The indemnification shall extend to the payment of reasonable attorney fees and costs incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.2. Indemnification Against Member Actions. The Association shall defend and indemnify the officers and Trustees against all actions, claims, and suit brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as officers and Trustees. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorney fees and costs incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Trustee on behalf of the Association.

5.3. Request for Indemnification. When any officer, Trustee or employee of the Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Trustees, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an officer or employee, or against a single Trustee, may vote to indemnify the officer, employee or Trustee. In the event that the action is against the Board of Trustees as a whole, or names more than a single Trustee individually, and the claim is entirely covered by and within the policy limits of the Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Association for a vote at a special meeting called for that purpose.

ARTICLE VI MISCELLANEOUS

6.1. Amendment. These Bylaws may be amended by the Board of Trustees from time to time as they may determine. The Members may, during any annual meeting, or special meeting called for that purpose, amend the Bylaws. Any amendment must be consistent with the Declaration and the Articles of Incorporation, must comply with Utah law, and may not restrict the use of Units to the extent that such use was expressly allowed under the Declaration.

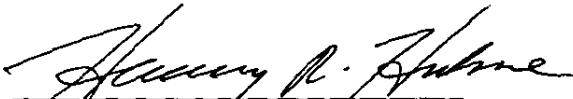
6.2. Access to Books, Records and Governing Documents. The books and records of the Association shall at all times during reasonable business hours, be subject to inspection by any Member. The Association shall also make available to Members, to lenders and to the holders and insurers of the first mortgage on any Unit, upon request, the books and records of the Association and current copies of the Declaration, the Bylaws and other rules governing the Association and the Condominiums. The Association shall make available to prospective purchasers current copies of the Declaration, the Bylaws and any other rules governing the Association and the Condominiums.

6.3. Disclosure of Financial Statements. Upon written request from any local, state or federal agency, or any corporation or other organization with an interest or prospective interest in the Condominiums, the Association shall prepare and furnish, within a reasonable time, a financial statement of the owners association for the immediately preceding fiscal year.

* * * * *

ADOPTED this 3rd day of April, 2008.

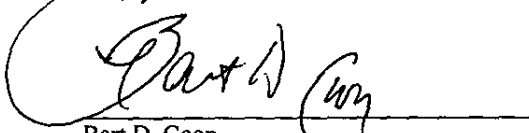
FOR THE ASSOCIATION, BY THE BOARD OF TRUSTEES:



Harvey R. Hulme



Gary J. Maxwell



Bart D. Coon

EXHIBIT D

RECEIVED

MAR 06 2008



Utah Div. Of Corp. & Comm. Code

**ARTICLES OF INCORPORATION
OF HUNTINGTON DOWNTOWN OWNERS' ASSOCIATION, INC.**

A Utah Non-Profit Corporation
(Pursuant to the provisions U.C.A. Section 16-6a-202)

I, the undersigned natural person being of the age of eighteen years or more, acting as incorporator under the Utah Revised Non-Profit Corporation Act, adopt the following Articles of Incorporation for such Corporation.

**ARTICLE I
NAME**

The name of this corporation is HUNTINGTON DOWNTOWN OWNERS' ASSOCIATION, INC. (also known as the "Corporation" or "Association").

**ARTICLE II
DURATION**

The period of duration of this Association shall be perpetual.

**ARTICLE III
PURPOSE**

1. The corporation is an association of homeowners and is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the common areas, collecting and disbursing the assessments and charges provided for in the Declaration and/or Bylaws, and otherwise administering, enforcing, and carrying out the terms, covenants and restrictions of the Declaration and Bylaws and any Rules and Regulations of the Association, and generally providing for and promoting the health, safety, and welfare of the Owners.
2. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to the Association and to make payments and distributions in furtherance of the purposes set forth herein.
3. The Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under 528(c) of the Internal Revenue Code of 1954, as amended (or the corresponding provision of any future United States Internal Revenue law).

**ARTICLE IV
MEMBERS & VOTING**

The Association shall have Members. The terms and conditions of Membership will be set forth in the Bylaws of the Association. There shall be two classes of Membership and voting power, Class A and Class B.

The Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to cast the number of votes attributed to the Unit(s) that the Member owns as described in Exhibit B of the Declaration, which is incorporated herein by reference.

The Class B Member shall be the Declarant. The Class B Member shall be entitled to four (4) times the number of votes attributed to the Unit(s) owned by it as described in Exhibit B of the Declaration. The Class B Membership shall automatically cease and be terminated when Declarant, its successors or assigns, sell all Units owned by it or occupy its Units in a manner inconsistent with the development, build-out, sale, marketing, or other regular development activities of Declarant.

**ARTICLE V
BYLAWS**

Provisions for the regulation of the internal affairs of the Association shall be set forth in the Bylaws (U.C.A. Section 16-6a-206). The Bylaws are attached and recorded concurrently with the Declaration.

**ARTICLE VI
DIRECTORS**

Unless otherwise amended in the Bylaws, the affairs of the Association shall be managed by a Board of Directors composed of three (3) to nine (9) individuals elected by the Association as set forth in the Bylaws. Each Director shall hold office until his/her successor has been duly elected and qualified.

The current names and addresses of the Directors are:

- | | |
|--|--|
| 1. Harvey R. Hulme
686 East 110 South #204
American Fork, UT 84003 | 2. Gary J. Maxwell
686 East 110 South #204
American Fork, UT 84003 |
| 3. Bart D. Coon
686 East 110 South #204
American Fork, UT 84003 | |

**ARTICLE VII
INCORPORATORS**

The Names and Addresses of the Incorporator are:

Samuel E. Bell, Esq.
644 East Union Square
Salt Lake City, UT 84070

**ARTICLE VIII
REGISTERED OFFICE AND AGENT**

The address of the Association's registered agent and office shall be:

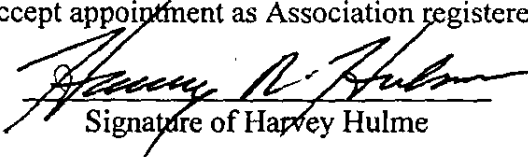
686 East 110 South #204
American Fork, UT 84003

Such office may be changed at any time by the Board of Directors/Management Committee without amendment to these Articles of Incorporation.

The Association's registered agent at such address shall be:

Harvey Hulme

I hereby acknowledge and accept appointment as Association registered agent:


Signature of Harvey Hulme

**ARTICLE IX
DISTRIBUTIONS**

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles of Incorporation, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 528(c) of the Internal Revenue Code, as amended or supplemented, or (b) by a corporation, contributions to which are deductible under Section

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170(c) (2) of the Internal Revenue Code, as amended or supplemented.

ARTICLE X DISSOLUTION

Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate business agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted for such similar purposes.

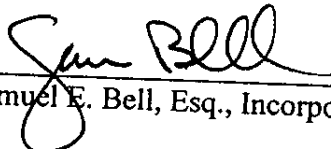
ARTICLE XI MISCELLANEOUS

1. Amendment. Any amendment of these Articles must be authorized and approved in the manner prescribed the Declaration relating to amendments. Any amendment so authorized and approved shall be accomplished in conformity with the law of the State of Utah.

2. Interpretation. The captions preceding the various portions of these Articles are for convenience and shall 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 both genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read in light of that fact and liberally so as to affect the purposes of both instruments. In the event of a conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

In Witness Whereof, I, Samuel E. Bell, Esq., have executed these Articles of Incorporation in duplicate this 28 day of February, 2008, and say:

That I am an incorporator herein; that I have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of my knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters I believe to be true.



Samuel E. Bell, Esq., Incorporator