

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TODD TOWN HOUSES

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

WITNESSETH:

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

Lot #1

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

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

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

Lot #2

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

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

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

BOOK 1258 PAGE 245

1 and

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

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

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

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

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

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

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

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

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

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

BOOK 1258 PAGE 217

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

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

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

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

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

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

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

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

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

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

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

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

BOOK 1258 PAGE 218

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

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

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

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

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

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

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

15 7. Election and Proceedings of the Management Committee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 11. Common Expenses: Assessments.

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

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

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

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

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

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

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

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

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

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

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

32

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

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

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

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

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

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

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

15. Exclusive ownership and Possession by Owner.

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

BOOK 1258 PAGE 225

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

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

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

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

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

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

50

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOOK 1258 PAGE 298

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

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

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

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

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

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

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

BOOK 1258 PAGE 229

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

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

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

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

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

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

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

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

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

32           (d) Each Owner may obtain additional insurance at his own  
expense; provided, however, that no Owner shall be entitled to exercise his  
right to maintain insurance coverage in such a way as to decrease the amount  
which the Management Committee, in behalf of all of the Owners, may realize  
under any insurance policy which the Management Committee may have in  
force on the project at any particular time;

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

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

BOOK 1258 PAGE 230

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

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

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

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

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

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

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

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

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

BOOK 1258 PAGE 231

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

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

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

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

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

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

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

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

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





DEED

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

\_\_\_\_\_ GRANTEE(S),  
of \_\_\_\_\_,

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

Lot #1

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

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

Lot #2

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

BOOK 1258 PAGE 235

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

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

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

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

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

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

TODD TOWN HOUSES  
A Partnership

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF UTAH )  
                  : ss  
COUNTY OF UTAH)

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 197\_\_, personally appeared before me, \_\_\_\_\_ and

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

BOOK 1258 PAGE 236

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

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT A

BOOK 1258 PAGE 237 - 2

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

BOOK 1258 PAGE 237 - 2

1593

RECORDED AT THE REQUEST OF  
*Ronald R. Stanger*

BOOK PAGE

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