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ERNEST D ROWLEY, WEBER COUNTY RECORDER
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REC FOR: HELGESEN WATERFALL JONES

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**UMBRELLA DECLARATION
AND
AMENDMENT
OF THE
DECLARATION AND BYLAWS
OF
Chambers Business Park
and
Chambers Business Park 2, 3 & 4**

(CONSISTING OF FOUR COMMERCIAL CONDOMINIUM PROJECTS)

This Umbrella Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Chambers Business Park ("Umbrella Declaration") is made this 17th day of July, 2008, by the owners of units in Chambers Business Park, Chambers Business Park 2, Chambers Business 3, and Chambers Business Park 4 (collectively referred to hereinafter as the "Condominium Projects").

RECITALS

- A. WHEREAS, the units, common area, and Condominium Projects that are the subject of this Umbrella Declaration are situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference, and include the common area that is shown on the plat maps for the Condominium Projects and as recorded in the office of the County Recorder for Weber County, State of Utah. There now exist 55 Units in the Condominium Projects as shown on the various plats maps: and
- B. WHEREAS, Chambers Business Park Phase 1, was created by that Declaration and Bylaws of Chambers Business Park, A Commercial Condominium Park, dated December 10, 2002, and recorded December 11, 2002, as entry number 1896460, in book 2295, beginning at page 2612, in the records of the Recorder's Office of Weber County, Utah, and was expanded by the filing of an Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park Phase 2, dated June 11, 2003, and recorded June 17, 2003, as entry number 1948190, in book 2386, beginning at page 2184, in the records of the Recorder's Office of Weber County, Utah (the Declaration and Bylaws of Chambers Business Park Phase 1 and the Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park Phase 2 are hereinafter referred to collectively as the "Chambers Business Park Enabling Declaration".)

- C. WHEREAS, Chambers Business Park 2 Phase 1, was created by that Declaration and Bylaws of Chambers Business Park 2, A Commercial Condominium Park, dated April 23, 2004, and recorded April 23, 2004, as entry number 2026684, in the records of the Recorder's Office of Weber County, Utah; and was expanded by the filing of an Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park 2, dated November 17, 2004, and recorded December 7, 2004, as entry number 2072844, in the records of the Recorder's Office of Weber County, Utah (the Declaration and Bylaws of Chambers Business Park 2 Phase 1 and the Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park 2 Phase 2, are hereinafter referred to collectively as the "Chambers Business Park 2 Enabling Declaration"); and
- D. WHEREAS, Chambers Business Park 3 Phase 1, was created by that Declaration and Bylaws of Chambers Business Park 3, A Commercial Condominium Park, dated September 9, 2005, and recorded October 5, 2005, as entry number 2133982, in the records of the Recorder's Office of Weber County, Utah; and was expanded by the filing of an Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park 3 Phase 2, dated May 9, 2006, and recorded May 9, 2006, as entry number 2178740, in the records of the Recorder's Office of Weber County, Utah (the Declaration and Bylaws of Chambers Business Park 3 Phase 1 and the Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park 3 Phase 2, are hereinafter referred to collectively as the "Chambers Business Park 3 Enabling Declaration".) and
- E. WHEREAS, Chambers Business Park 4 Phase 1, was created by that Declaration and Bylaws of Chambers Business Park 4, A Commercial Condominium Park, dated August 22, 2006, and recorded August 23, 2006, as entry number 2202907, in the records of the Recorder's Office of Weber County, Utah; and was expanded by the filing of an Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park 4, Phase 2, dated July 25, 2007 and recorded August 8, 2007, as entry number 2283467, in the records of the Recorder's Office of Weber County, Utah (the Declaration and Bylaws of Chambers Business Park 4 Phase 4 and the Amendment and Supplement to the Declaration and Bylaws of Chambers Business Park 4 Phase 2, are hereinafter referred to collectively as the "Chambers Business Park 4 Enabling Declaration".) and
- F. WHEREAS, the Chambers Business Park Enabling Declaration, the Chambers Business Park 2 Enabling Declaration, the Chambers Business Park 3 Enabling Declaration, and the Chambers Business Park 4 Enabling Declaration, shall hereinafter collectively be referred to as the "Collective Chambers Business Park Enabling Declarations"; and
- G. WHEREAS, each of the Condominium Projects is a separate and independent condominium association and was created as a separate association independent of the other condominium associations bearing the name of Chambers Business Park; however, each of these four separate and independent condominium associations has been managed since their creation as if they were one association, in that the unit owners have shared in the payment of expenses associated with the operation of all the associations' common area by having each unit owner in all four of the Condominium Projects pay as a share of the common expense an amount equal to the unit owners interest in the Condominium Projects as determined by the square footage of each condominium unit divided by the total square footage of the Condominium Project, as set forth in Exhibit "D" attached herein and incorporated herein;

and

- H. WHEREAS, it is the intent of the owners of units in each of the Condominium Projects to approve the creation, by means of this Umbrella Declaration, of a Utah non-profit corporation to be known as the Chambers Business Park Master Association, Inc. ("Master Association"), for the purpose of consolidating the management of the common area in each of the Condominium Projects, as well as to place the accounting, insurance, collection of association fees, and all other management functions in the Condominium Projects under the control of the Master Association; and
- I. WHEREAS, Articles of Incorporation will be filed with the Utah Division of Corporations and Commercial Code creating the Chambers Business Park Master Association, Inc., a Utah non-profit corporation; and
- J. WHEREAS, this Umbrella Declaration is intended to eliminate the need for multiple condominium management committees as currently exist in the enabling declarations in the Condominium Projects and to bring about a greater savings and economy of scale by consolidating all services, duties, rights, responsibilities, powers and authority into the Master Association. The unit owners in the Condominium Projects desire to accomplish these objectives by amending the Collective Chambers Business Park Enabling Declarations so as to be governed by one set of covenants, herein referred to as the Umbrella Declaration; and
- K. WHEREAS, the Collective Chambers Business Park Enabling Declarations are virtually identical in content, structure and purpose, varying exclusively in the number of units and the square footage created in each independent association; and
- L. WHEREAS, due to the proximity of the units within the Condominium Projects to each other, the fact that all units and common areas were built by the same contractor and are similar in size and design, the unit owners of the Condominium Projects have determined that it is in their best interest to have one Master Association to govern and manage the Condominium Projects; and
- M. WHEREAS, The unit owners in each of the Condominium Projects are desirous to create the Master Association, which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Master Association shall operate for the purpose of managing the common area of the Condominium Projects and enforcing the provisions of this Umbrella Declaration and the Collective Chambers Business Park Enabling Declarations. The Master Association will be the governing body of the Condominium Projects and will operate in accordance with this Umbrella Declaration, the Articles of Incorporation (Exhibit "B" attached hereto and incorporated herein by this reference) and the Bylaws of the Master Association (Exhibit "C" attached hereto and incorporated herein by this reference) for the purposes herein stated.

NOW THEREFORE, To accomplish the unit owners' objectives, this Umbrella Declaration is hereby adopted for the purposes stated and the following amendments are adopted creating the Chambers Business Park Master Association, Inc., a Utah non-profit corporation. If there is any conflict between this Umbrella Declaration and the Chambers Business Park Enabling Declarations, this Umbrella Declaration shall control.

AMENDMENTS**ARTICLE 1****RECITALS**

- 1.1 The Recitals contained hereinabove are adopted as part of this Amendment as if fully stated herein.

ARTICLE 2**SUBMISSION**

- 2.1 The unit owners hereby submit their units, together with all common area, improvements, easements, rights and appurtenances thereunto belonging to the provisions of the Utah Condominium Ownership Act (57-8-1, et seq., Utah Code Annotated, 1953, as amended) and hereby creates a commercial condominium project to be known as the CHAMBERS BUSINESS PARK MASTER ASSOCIATION ("Master Association"). The survey maps for the Master Association shall consist of the survey maps recorded in the Weber County Records Office in connection with each of the Condominium Projects. The Collective Chambers Business Park Enabling Declarations are amended by this Master Declaration, and are not being repealed.

ARTICLE 3**DEFINITIONS**

Terms not otherwise defined herein or on the Record of Survey Map, as the same may be amended from time to time, shall have the meanings specified in the Utah Condominium Ownership Act.

- 3.1 **Unit:** Unit shall mean that part of the Property owned in fee simply by Unit Owners for independent use and shall include the elements of the condominium Property which are not owned with the Owners of other Units as shown on the Map and shall consist of:
- 3.1.1 The space contiguous to the undecorated interior surfaces of common bearing walls, ceilings, and floors, and the walls within a Unit;
 - 3.1.2 Any finishing materials applied or affixed to the interior surfaces of the condominium common walls, floors, and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, title, and paneling;
 - 3.1.3 Non-supporting interior walls;
 - 3.1.4 Windows and doors in the perimeter walls, whether located within the bounds of a Unit or not, not including any space occupied thereby to the extent located outside the bounds of a Unit;
 - 3.1.5 Air conditioning and heating equipment and ducts and any other similar items which serve only a single Unit, whether located within the bounds of a Unit or not, shall be owned separately and solely by the unit owner serviced by the air conditioning and heating equipment;

- 3.1.6 Units forming a part of the condominium Property are more particularly described in the Map, which show graphically all the particulars of the buildings without limiting the generality of the foregoing, the Unit designations, and locations.
- 3.2 **Common Areas:** Common Areas shall be as defined in the Act and includes landscaped grounds, private streets, buildings, parking lots, walkways, and uncovered parking spaces for Unit Owners, their employees business guests, and invitees. There shall be no limited common areas.
- 3.3 **Other Facilities:**
- 3.3.1 **Reserved Licensed Common Areas and Facilities:** The Board shall have the power, in its discretion, from time to time, to grant revocable licenses in designated Common Areas and facilities to any Unit Owner under reasonable terms and conditions and for use and/or maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Areas and facilities.
- 3.3.2 **Contract Amenities:** The Master Association shall have the power, in its discretion, to lease other property for storage and other facilities and to make the same available to Unit Owners on a contract basis. In this connection, the Master Association may deal with an affiliate of Declarant.
- 3.4 **Mortgage-Mortgagee-Mortgagor:** Reference herein to a Mortgage shall be deemed to include a Deed of Trust; reference to a Mortgagee shall be deemed to include the beneficiary of a Deed of Trust; reference to a Mortgagee shall be deemed to include the beneficiary of a Deed of Trust; reference to a Mortgagor shall be deemed to include the trustor of a Deed of Trust.

ARTICLE 4

GENERAL DESCRIPTION OF THE CONDOMINIUM PROPERTY

- 4.1 The Condominium Project shall consist of units and common area as set forth in the Collective Chambers Business Park Enabling Declarations. The designation of the Units and their square footage is set forth in Exhibit "D", attached hereto and incorporated herein.

ARTICLE 5

CREATION OF NON-PROFIT CORPORATION

- 5.1 The unit owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Chambers Business Park Master Association Inc. ("Master Association"), by filing with the State of Utah the Articles of Incorporation for the Master Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the common area within the Condominium Projects and governing the affairs of the Condominium Projects in accordance with the provisions of this Umbrella Declaration, the Articles of Incorporation and the Bylaws.
- 5.2 By voting to approve this Umbrella Declaration, the unit owners hereby agree to adopt the following documents:
- 5.2.1 this Umbrella Declaration;

5.2.2 the Articles of Incorporation (Exhibit "B" attached hereto);

5.2.3 and the Bylaws of the Master Association (Exhibit "C" attached hereto);

as the governing documents of the Master Association, which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Umbrella Declaration and the Collective Chambers Business Park Enabling Declarations, this Umbrella Declaration shall control.

- 5.3 The four condominium associations that make up the Condominium Projects and that govern each of the four associations in the Condominium Projects are hereby consolidated unto the Master Association. The unit owners in each of the Condominium Projects hereby waive any right or interest they have under the Collective Chambers Business Park Enabling Declarations and restate those rights and interests in this Umbrella Declaration. The unit owners understand and intend by so doing that they retain virtually all rights and powers they previously possessed, but are transferring those rights and powers and are now exercising those rights and powers in a larger Master Association created for the same purpose and intent as contained in the Collective Chambers Business Park Enabling Declarations.
- 5.4 Pursuant to the provisions in this Umbrella Declaration wherein the incorporation of the Master Association is approved by the unit owners, the management of the Condominium Projects and the common area of the Condominium Projects shall hereafter be performed by and under the direction and authority of the Master Association's Board of Directors. Any reference to the term "management committee" in the Chambers Business Park Enabling Declarations or any amended thereto, or in the Bylaws of the Condominium Projects, shall hereafter be deemed to mean and refer to the term "Board of Directors" of the Master Association.
- 5.5 This Umbrella Declaration hereby adopts, as the Umbrella Declaration for the Master Association, the terms contained in the Collective Chambers Business Park Enabling Declarations, as set forth below.

ARTICLE 6

OWNERSHIP AND USE

- 6.1 **Ownership of a Unit:** Except with respect to any of the condominium Common Areas located within the bounds of a Unit, each Unit shall be entitled to the exclusive ownership and possession of said Unit and to the ownership of an undivided interest in the condominium Common Areas in the percentages set forth in Exhibit "D", attached.
- 6.2 **Prohibition Against subdivision of Units:** Units may not be subdivided into smaller parcels.
- 6.3 **Ownership of Common Areas:** The Common Areas shall be owned by the Unit Owners as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the condominium Common Areas shall be maintained except as specifically provided in the Act, and shall be subject to the mortgage protection provisions herein; nor may any Unit Owner otherwise waive or release any rights in the Common Areas. The interest in the Common Areas for each Unit shall be equal.

- 6.4 **Use of Common Areas:** Each Unit Owner may use the Common Areas in accordance with the purposes for which they are intended, which right if used shall be appurtenant to and run with the Unit. Each Unit Owner shall have the use of Reserved Common Areas, when, where, and as provided by the Board.
- 6.5 **Use:** The Units shall be used only for commercial, professional, and business purposes. Residential and manufacturing uses are prohibited.

ARTICLE 7

OWNERSHIP IN THE CONDOMINIUM COMMON AREAS

- 7.1 The ownership in the Common Areas for all purposes attributable to each Unit shall be an amount equal to the unit owners interest in the Master Association as determined by the square footage of each condominium unit divided by the total square footage of all the units in the Master Association, as set forth in Exhibit "D" attached herein and incorporated herein; and shall be appurtenant to each Unit and shall pass with the title to each Unit. The percentage interest for each Unit for voting purposes shall not be fractionalized.

ARTICLE 8

AGENT FOR SERVICE OF PROCESS

- 8.1 The name and address of the person in Weber County, State of Utah, appointed as first agent to receive service of process in matters pertaining to the Master Association and / or the Condominium Projects as provided in the Act is: Shad Guffey, 920 Chambers Street, Suite 9, Ogden, Utah 84403. The Board of Directors may amend this provision without a vote of the Association upon recording a notice with the Weber County Recorder's Office.

ARTICLE 9

DESTRUCTION OR DAMAGE

In the event of damage to or destruction of part or all of the improvements in the condominium project, the following procedures shall apply:

- 9.1 If proceeds of the insurance maintained by the Board alone are sufficient to repair or reconstruct the damaged or destroyed improvements, such repair or reconstruction shall be carried out;
- 9.2 If less than seventy-five percent (75%) of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board alone are not sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and facilities.
- 9.3 If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged and if proceeds of the insurance maintained by the Board alone are not sufficient to accomplish repair or reconstruction, and if the Unit Owners, within one hundred

(100) days after the destruction or damage, by a vote of at least seventy-five (75%) elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (9.2) above.

- 9.4 If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Board alone are not sufficient to accomplish repair or restoration if the Unit Owners do not, within one hundred (100) days after the destruction or damage and by vote of at least seventy-five percent (75%) elect to repair or reconstruct the affected improvements, the Board shall promptly record, with the Weber County Recorder, a notice setting forth such facts. Upon the recording of such notice, the provisions of subsection (1) through (4) of Section 57-8-31, Utah Code Annotated, 1953, as amended, shall apply and shall govern the rights of all parties having an interest in the project or in any of the Units.

Any reconstruction or repair which is required to be carried out by this paragraph shall be accomplished at the instance and direction of the Board. Any determination which is required to be made by this paragraph regarding the extent of damage to or destruction of project improvements shall be made as follows: the Board shall elect three (3) appraisers; each appraiser shall independently arrive at a figure representing the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this paragraph shall be the average of the two closest appraisal figures.

ARTICLE 10

TAXES

- 10.1 Under Section 57-8-27, Utah Code, Annotated, 1953, as amended, each Unit and its percentage of undivided interest in the condominium Common Areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law, and that as a result thereof, no taxes will be assessed or payable against the project as such. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the condominium Common Areas and facilities.

ARTICLE 11

INSURANCE

Section 1: Type and Scope of Insurance Coverage:

Part A

- 11.1 **Insurance for Fire and Other Perils (§11.1-11.9):** The Master Association must obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type policy of property insurance covering all of the common elements, limited common elements, and other common personal property belonging to the Master Association, including roof mounted heating and air conditioning units and also including all windows and doors in the perimeter walls. All references herein to a "master" or "blanket" type policy of property

- insurance is intended to denote single entity condominium insurance coverage.
- 11.2 Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. The policy shall be in an amount equal to 100% of current replacements costs of the condominium, exclusive of land and other items normally excluded from coverage.
- 11.3 The name of the insured under such policies must be set forth therein substantially as follows: "Chambers Business Park Master Association Inc., for use and benefit of the individual Owners" (designated by name if required by law).
- 11.4 The policies may also be issued in the name of an authorized representative of the Master Association, including any Insurance Trustee with whom the Master Association has entered into an Insurance Trust Agreement, or any successor trustee, as insured, for the use and benefit of the individual Owners. Losses payable shall be in favor of the Master Association (or Insurance Trustee), as a trustee for each Unit Owner and such Owner's Mortgagee. The Master Association or Insurance Trustee, if any, must be required to hold any proceeds of insurance in trust for Unit Owners and their first Mortgage holders, as their interest may appear. Each Unit Owner and each Unit Owner's Mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership. Certificates of Insurance shall be issued to each Unit Owner and Mortgagee upon request.
- 11.5 Such policies shall contain the standard mortgage clause or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area. Such policies must also provide that they may not be canceled or substantially modified without at least ten (10) days prior written notice to the Master Association and to each holder of a first Mortgage listed as a scheduled holder of a first Mortgage in the policies.
- 11.6 Policies are unacceptable whereby the terms of the carrier's charter, bylaws, or policy loss payments are contingent upon action by the carrier's Board of Directors, policyholders, or members.
- 11.7 The policies must also provide for the following:
- 11.7.1 Recognition of any Insurance Trust Agreement;
 - 11.7.2 A waiver of the right of subrogation against Unit Owners individually;
 - 11.7.3 That the insurance is not prejudiced by any act or neglect of individual Unit Owners; and
 - 11.7.4 That the policy is primary in the event the Unit Owner has other insurance covering the same loss.
- 11.8 The insurance policy shall afford, as a minimum, protection against the following:
- 11.8.1 Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
 - 11.8.2 In the event the condominium contains a steam boiler, loss or damage resulting from such steam boiler equipment accidents shall be in an amount of not less than Fifty Thousand (\$50,000.00) Dollars per accident per location (or such greater amount as deemed prudent based on the nature of the property).

11.8.3 All other perils which are customarily covered with respect to condominiums similar in construction, location, and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available.

11.9 In addition, such policies shall include an "Agreement Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

Part B

11.10 **Liability Insurance:** The Master Association must obtain and maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Master Association, and public walkways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured by property damage, bodily injuries, and death of persons in connection with the operation, maintenance, or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Master Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days prior written notice to the Master Association and to each holder of a first Mortgage on any Unit in the condominium which is listed as a schedule holder of a first Mortgage in the insurance policy. Such coverage must include protection against such other risks as are customarily covered with respect to condominium similar in construction, location, and use, including but not limited to, host liquor liability, employer's liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance.

Part C

11.11 **Fidelity Bonds:** Fidelity bonds shall be required to be maintained by the Master Association for all officers and employees of the Master Association and all other persons handling or responsible for funds of or administered by the Master Association. Where the management agent has the responsibility for handling or administering funds of the Master Association, the management shall be required to maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Master Association. Such fidelity bonds shall name the Master Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Master Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all Units, plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition "employees" or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Master Association as a Common Expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment) without at least ten (10) days prior written notice to the Master Association or Insurance Trustee.

Section 2:

- 11.12 **Insurance Trustee; Power of Attorney:** Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Master Association, the Master Association's authorized representative, including any trustee with whom such Master Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

Each Unit Owner appoints the Master Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Master Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including:

- 11.12.1 The collection and appropriate disposition of the proceeds thereof;
- 11.12.2 The negotiation of losses and execution of releases of liability;
- 11.12.3 The execution of all documents; and
- 11.12.4 The performance of all other acts necessary to accomplish such purposes.

Section 3:

- 11.13 **Qualifications of Insurance Carriers:** The Master Association shall use generally acceptable insurance carriers.

Section 4:

- 11.14 **Condemnation and Total or Partial Loss or Destruction:** The Master Association shall represent the Unit Owners in condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common elements, or any part thereof, by the condemning authority. Where appropriate under applicable law, this Declaration should contain a provision whereby each Unit Owner appoints the Master Association as attorney-in-fact for such purpose.

In the event of taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Master Association, or any Trustee, to be held in trust for the Unit Owners and their first Mortgage holders as their interests may appear.

Section 5:

- 11.15 **Insurance Carried by Owners.** Each Owner is responsible for and shall obtain insurance, at his own expense, providing coverage on his own property and personal effects within his Unit; and for liability coverage of at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence, and for property damage, and such other risks as each Owner may deem appropriate as the result of his ownership of a condominium Unit; and for claims for damages from losses that originate from within the unit, or result from an accident, negligence caused in or to the Unit Owner's Unit.
- 11.16 **Primary Coverage.** Anything to the contrary notwithstanding, the insurance coverage of a unit owner or resident shall be primary and the insurance of the Association shall be

secondary for losses that originate from within the unit, or from items that are the responsibility of the unit owner to repair and replace.

ARTICLE 12

ASSESSMENTS SUBORDINATE

- 12.1 The lien or claim against a Unit for unpaid assessments or charges levied by the Board or by the Master Association pursuant to this Umbrella Declaration or the Utah Condominium Ownership Act shall be subordinate to the Mortgage thereunder which comes into possession of the Unit, shall take the same free of such lien or claim for unpaid assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgage which comes into possession shall be collected or enforced by either the Board or the Master Association from or against a Mortgagee, a successor in title to a Mortgagee or the condominium Unit affected or previously affected by the Mortgage concerned.

ARTICLE 13

MAINTENANCE OF UNITS

- 13.1 Each Unit Owner, at his own expense, shall keep the interior of his Unit and its appurtenances and equipment (including the air conditioning and heating systems, and lights and light fixtures) in good order, condition, and repair and in a clean and sanitary condition and shall do all redecoration and painting which may, at any time, be necessary to maintain a good appearance for his Unit.
- 13.2 Except to the extent that the Board is protected by insurance against such injury, the Unit Owner shall repair all injury or damage to the Unit or condominium project caused by the act or negligence of any lessee or any member of the Unit Owner's family or the family of any lessee or sub-lessee, and all such repairs, decorating and painting shall be of a quality and kind equal to the original work.
- 13.3 In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance and /or replacement of any plumbing fixtures and other fixtures that may be in or connected with the Unit (including but not limited to fixtures, pipes, ducts and apparatus connected to the unit's air conditioning and heating systems and interior light bulbs and light). The Association shall only be responsible to replace air conditioning and heating equipment if such systems are damaged by an event that is covered by the Association's insurance coverage. In connection with the foregoing responsibilities of Unit Owners, the Board shall give written notice to the affected owner of the Unit stating specifically that which is required and setting a time within which to complete the same. If the Unit Owners disagrees with said requirements or any part thereof, he shall have ten (10) days from the date of the notice within which to object thereto, in writing, mailed or delivered to the Board. Otherwise, he shall comply with such request. In the event of objection aforesaid, the Board shall set the matter for hearing no less than ten (10) nor more

than thirty (30) days from the date of the objection and give the Unit Owner at least ten (10) days written notice of the time and place of the hearing. At the hearing, the Board shall take and receive relevant evidence and decide the issues.

- 13.4 With the written permission of the Board, the Unit Owner may make, or permit to be made, structural alterations, improvements, or additions in or to the Unit, which said permission shall be liberally granted. However, the Unit Owner shall not alter, paint, or decorate any portion of the exterior of the building where his Unit is located.

ARTICLE 14

RIGHT OF ENTRY

- 14.1 The Board and its duly authorized agents have the right to enter into any and all of the Units in case of an emergency originating in or threatening such Unit or any other part of the project, whether or not the Unit Owner or occupant thereof is present at the time. The Board and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the condominium Common Areas and facilities of the project and for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices, or installations located therein or thereon. Provided, however, that such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other Units in the project and provided, further, that the Unit Owner affected by such entry shall first be notified thereof, if available and if time permits.

ARTICLE 15

OBLIGATION TO COMPLY HEREWITH

- 15.1 Each Unit Owner, tenant, or occupant of a Unit shall comply with the provisions of the Act, this Declaration, the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Board or the Unit Owners when acting in accordance with their authority. Any failure to comply with any of the provisions hereof shall be grounds for an action by the Board to recover any loss or damage resulting therefrom, or injunctive relief.
- 15.2 **Attorney Fees.** In any action brought to enforce payment of Common Expenses, to enforce any lien for unpaid Common Expenses, or to enforce any provision of this Umbrella Declaration or Bylaws, the prevailing party in the action is entitled to recover its costs of court and reasonably attorney fees.

ARTICLE 16

INDEMNIFICATION OF BOARD

- 16.1 Each member of the Board shall be indemnified and held harmless by the Unit Owners against all costs, expenses, and liabilities whatsoever, including, without limitation, attorney fees reasonably incurred by them in connection with any proceeding to which it may become involved by reason of its being or having been a member of such Board. Provided, however, a member of the Board shall not be indemnified under this paragraph for any acts which

constitute gross negligence or wilful misconduct.

ARTICLE 17

TRANSFER OR LEASE OF UNITS

- 17.1 Any Unit Owner may transfer or lease his Unit free from restriction of any right of first refusal. Provided, however, the following restrictions shall apply;
- 17.1.1 All leases shall be in writing and shall be subject to this Declaration; and
- 17.1.2 All leases must have an initial term of at least one (1) year.

ARTICLE 18

FIRST LIEN HOLDERS' RIGHTS

- 18.1 A holder, insurer, or guarantor of a first Mortgage, upon written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of:
- 18.1.1 Any proposed amendment of the condominium instruments effecting a change in:
- 18.1.1 (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto;
- 18.1.1 (b) the interests in the general or limited common elements appertaining to any Unit or the liability for Common Expenses appertaining thereto;
- 18.1.1 (c) the number of votes in the Master Association appertaining to any Unit; or
- 18.1.1 (d) the purpose to which any Unit or the common elements are restricted.
- 18.1.2 Any proposed termination of the condominium regime;
- 18.1.3 Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- 18.1.4 Any delinquency in the payment of assessments or charges owned by a Unit Owner subject to the Mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; and
- 18.1.5 Any lapse, cancellation, material modification of any insurance policy maintained by the Master Association.

ARTICLE 19

AMENDMENTS TO DOCUMENTS

- 19.1 The following provisions do not apply to amendments to constituent documents regarding Destruction or Damage as provided at Article 9.
- 19.2 Amendments to the constituent documents of a material nature must be agreed to by Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Master Association. In addition, approval must be obtained by eligible Mortgage

holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgagee or trust deeds held by eligible holders, except (19.2.13) below where sixty-seven percent (67%) is required. A change to any of the following are considered material:

- 19.2.1 Voting rights;
 - 19.2.2 Assessments, assessment liens, or the priority of assessment liens;
 - 19.2.3 Reserves for maintenance, repair, and replacement of the Common Areas;
 - 19.2.4 Responsibility for maintenance and repairs;
 - 19.2.5 Reallocation of interest in the general Common Areas, or rights to their use;
 - 19.2.6 Redefinition of any Unit boundary;
 - 19.2.7 Convertibility of Units into Common Areas or vice versa;
 - 19.2.8 Insurance or fidelity bonds;
 - 19.2.9 Leasing of Units;
 - 19.2.10 Imposition of any restriction of a Unit Master right to sell or transfer his or her Unit;
 - 19.2.11 A decision by the Master Association to establish self-management when professional management had been required previously by the project's documents or by an eligible Mortgage holder;
 - 19.2.12 Restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the documents;
 - 19.2.13 Any action to terminate the legal status of the project either before or after substantial destruction or condemnation occurs; or
 - 19.2.14 Any provision that expressly benefits Mortgage holders, insurers, or guarantors.
- 19.3 An Eligible Mortgagee as used herein is any holder, insurer, or guarantor of a first Mortgage, who makes a written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number) for notifications regarding amendments to the constituent documents.

ARTICLE 20

IMPLIED APPROVAL

- 20.1 Implied approval shall be assumed when an eligible Mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it received proper notice of the proposal, provided the proposal was delivered by certified or registered mail.

ARTICLE 21

RIGHT OF FIRST REFUSAL

- 21.1 The right of a Unit Owner to sell, transfer, or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

ARTICLE 22
ASSESSMENTS

- 22.1 **Covenant to Pay Proportionate Share of Common Expenses.** Each Unit Owner by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in deed or document, shall be deemed to covenant and agree with each other to pay to the Master Association his share of the Common Expenses and any assessments established by the Board for the purposes provided in this Umbrella Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.
- 22.2 **BASIS.** The Common Expenses shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Units, which estimates may include, among other things, expenses of management, maintenance, taxes and special assessments levied by governmental authorities; premiums for all insurance which the Board is required or permitted to maintain pursuant hereto, common utilities, lighting, power, , parking lots, building maintenance and repair, water charges, trash collection, sewer service charges, repairs and maintenance, wages and benefits for maintenance employees, legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or capital fund; and any other expenses and liabilities which may be incurred by the Board for the benefit of the Owners under or by reason of this Umbrella Declaration.
- 22.3 **APPORTIONMENT.** Common Expenses shall be apportioned among all Unit Owners in the percentages provided in Exhibit "D" attached.
- 22.4 **PAYMENT.** Each assessment shall be due and payable in monthly installments on the 1st day of each and every month and no separate notices of such monthly installments shall be required. Payments received after the fifteenth (15th) day of the month in which they are due shall be assessed a late fee of 10% per month on the outstanding balance.
- 22.5 **RESERVE ACCOUNTS.** The Board shall establish and maintain a reserve account to pay for unexpected emergencies and to fund capital improvements. The reserve account may be funded out of regular Assessments or from a special assessment if needed.
- 22.6 **CAPITAL IMPROVEMENT TABLE.** The Board shall establish and update at least annually a Capital Improvement Table which shall list each major capitals improvement in the Project (e.g. roofs, roads, sidewalks, etc.) and the amount of money per month currently set aside in the capital improvements account.
- 22.7 **OTHER ASSESSMENTS.** In addition to the annual assessments authorized hereunder, the Board may levy in any calendar year:
- 22.7.1 **Special Assessment.** A special Assessment, payable over such a period as the Board may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or the Project or any part thereof, or for any other unanticipated expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in the percentages provided in Exhibit "D".

- 22.7.2 **Individual Assessments.** An Individual Assessments may be levied by the Board against a Unit and its Owner as a charge or to reimburse the Association for costs incurred in enforcing this Umbrella Declaration, the bylaws, or the Master Association Rules.
- 22.8 **LIENS.** If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the owner in the property, and:
- 22.8.1 **Priority.** Such lien shall be superior to all other liens and encumbrances on such Unit except only for (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority and (b) encumbrances on the interest or the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens an any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.
- 22.8.2 **Notice of Lien.** To evidence a lien for sums assessed pursuant to this section, the Board or its designee may prepare a written notice of lien setting forth the amount of the debt and Additional Charges due, the name and address of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by a representative or agent of the Board and shall be recorded in the Office of the County Recorder of Weber County, Utah. No notice of lien shall be recorded until there is an unpaid debt.
- 22.8.3 **Foreclosure.** Such lien may be enforced by judicial or non-judicial foreclosure by the Board in the same manner in which mortgages and trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding the costs and expenses of filling the notice of lien and all reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay to the Board any assessments against the Unit which shall become due during the period of foreclosure. The Board shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Board may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Board elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner

hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

- 22.8.4 **Release of Lien.** A release of lien shall be executed by the Board and recorded in the office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.
- 22.9 **DUTY TO PAY INDEPENDENT.** No reduction or abatement of an Owner's share of the Common Expenses or any Assessment shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.
- 22.10 **REMEDIES.** Suit to recover a money judgment for such personal obligation shall be maintainable by the Board without foreclosing or waiving the lien securing the same.
- 22.11 **SUPERIORITY OF ASSESSMENTS.** All Assessments against a Unit and Owner, and all liens created to secure the debt, are superior to any homestead exemptions to which an Owner may be entitled. By accepting a deed or other document of conveyance to a Unit, each Owner expressly agrees to waive or subordinate said exemptions.

ARTICLE 23

SIGNAGE

- 23.1 **Building Identification.** One or more outdoor monument signs will be maintained as Common Areas. These signs shall identify Owners or tenants. The Association shall determine the location, size, type and appearance of all signs and shall maintain the signs as a Common Expense, excepting, any individual portions of a sign that identify a specific Owner or tenant shall be maintained, replaced and repaired at the expense of the Owner. Signs located on a building identifying the occupant/business located therein, shall be installed by the Owner and maintained, repaired and replaced by the Owner.
- 23.2 **Rules regarding Signs.** The Board may enact rules consistent with this Umbrella Declaration regarding the maintenance, size, style, material, color, type and location of all signs located in the common area or placed on a building. No banner signs shall be permitted. No signs shall be installed anywhere in the project that are, in the sole judgment and discretion of the Board, inconsistent with the appearance and reputation of a first class office building as judged by the size, style, material, color, type and location of the sign relative to the existing signs in the project.
- 23.3 Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet which can be placed immediately outside the front entrance of the condominium unit, no advertising signs, bill boards or real estate signs shall be erected, placed, or permitted to

remain in any of the common area, on the exterior of a building, nor displayed in a window of any condominium unit.

ARTICLE 24

EASEMENTS

- 24.1 **Easement for Minor Encroachments.** The Owners of the respective Condominium Units agree that if any portion of the common areas and facilities encroaches upon the Condominium Units, or if any portion of a Unit encroaches upon the general common elements, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units therein agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. None of such encroachments or easements shall be considered or determined to be encumbrances either on the general common elements or on the Units.
- 24.2 **Easement for Utilities.** There is hereby created a blanket easement upon, across, over and under the common area within the Condominium Projects for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain necessary equipment on the common area and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of Condominium Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated within the Condominium Projects except as approved by the Master Association's Board. This easement shall in no way affect any other recorded easement on said premises.
- 24.3 **Easement for Association.** An easement is reserved in, on and over each Condominium Unit to permit the Association, the Board, or its designees to effect any desired or necessary maintenance or repairs to the common area located within a Unit. There are located within some of the Condominium Units a "water sprinkler fire control system", which consists of panels, wiring, piping, etc., and which serve the entire building in which the water sprinkler fire control system is located. The water sprinkler fire control system is part of the common area. The Association is granted an easement into, on and over each unit to the degree needed to service the water sprinkler fire control system. Any expenses in servicing any portion of the water sprinkler fire control system that serves more than one unit shall be a common expense and paid by the Association.
- 24.4 **Easements across Common Area.** Each unit owner shall have an easement over and across the common area of the Condominium Projects for access and for parking. The Board shall be permitted to make reasonable rules and needed to regulate parking within the common area.

**ARTICLE 25
SEVERABILITY**

25.1 The invalidity of any one or more phrase, sentences, clauses, paragraph, or sections hereof shall not affect the remaining portions of this instrument, or any part thereof, all of which are inserted conditionally on their being held valid in law. In the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained herein should be invalid or should operate to render this Declaration invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, or section or sections, has not been inserted.

**ARTICLE 26
GENDER**

26.1 The singular, whenever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall, in all cases, be assumed as though in each case fully expressed.

**ARTICLE 27
TOPICAL HEADINGS**

27.1 The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the paragraphs or of this Declaration.

**ARTICLE 28
EFFECTIVE DATE**

28.1 This Declaration shall take effect upon recording in the office of the Weber County Recorder, Ogden, Utah.

CERTIFICATION


It is hereby certified that owners holding at least sixty-seven percent (67 %) of the voting power of Chambers Business Park, Chambers Business Park 2, Chambers Business 3, and Chambers Business Park 4 have voted to approve this Umbrella Declaration.


IN WITNESS WHEREOF, this 17 day of July, 2008.

President Chambers Business Park

By
Its: President

This 17 day of July, 2008, personally appeared before me Robert T. McDougall who, being by me duly sworn, did say that he is President of Chambers Business Park and that the within and foregoing instrument was signed in behalf of said Association and he duly acknowledged to me he executed the same.


Notary Public

	RICK D HENDRY NOTARY PUBLIC - STATE OF UTAH 5732 S 1475 E #100 OGDEN, UT 84403 COMM. EXP. 02-09-2009
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SIGNATURE PAGES
of
UNIT OWNERS
from each of
THE PHASES
of
CHAMBERS BUSINESS
PARK

Chambers Business Park

The undersigned unit owners of Chambers Business Park have approved of the terms in the Umbrella Declaration and consent to the recording of the Umbrella Declaration as restrictive covenants binding on all the units within Chambers Business Park.

Phase One, Unit 1	<u>Fel S. Bowles</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase One, Unit 2	<u>[Signature]</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase One, Unit 3	<u>[Signature]</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase Two Unit 4	<u>[Signature]</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase Two, Unit 5	<u>Robert J. Anderson</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase Two, Unit 6	<u>DAVID T. KAWO</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase Two, Unit 7	<u>Cari Etherington</u> Name of Unit owner	<u>[Signature]</u> Signed by

Chambers Business Park 2

The undersigned unit owners of Chambers Business Park 2 have approved of the terms in the Umbrella Declaration and consent to the recording of the Umbrella Declaration as restrictive covenants binding on all the units within Chambers Business Park.

Phase One, Unit 1 Bate J. Anderson [Signature]
Name of Unit owner Signed by

Phase One, Unit 2 Karen A. Johnson [Signature]
Name of Unit owner Signed by

Phase One, Unit 3 Karen A. Johnson [Signature]
Name of Unit owner Signed by

Phase One, Unit 4 Armand Franquelin [Signature]
Name of Unit owner Signed by

Phase One, Unit 5 Armand Franquelin [Signature]
Name of Unit owner Signed by

Phase One, Unit 6 Armand Franquelin [Signature]
Name of Unit owner Signed by

Phase Two, Unit 7 Chambers Business Properties [Signature]
Armagay Shorter
Name of Unit owner Signed by

Phase Two, Unit 8 Chambers Business Properties [Signature]
Name of Unit owner Signed by

Phase Two, Unit 9 Chambers Business Properties [Signature]
Name of Unit owner Signed by

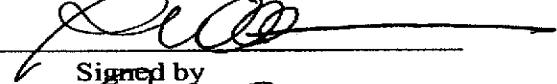



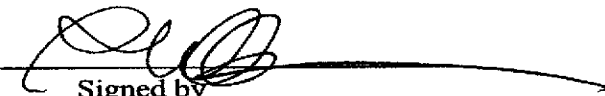
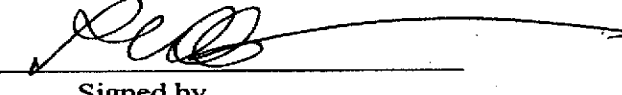

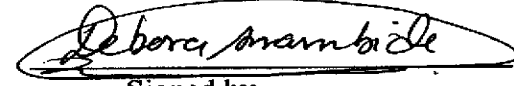
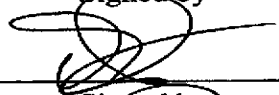
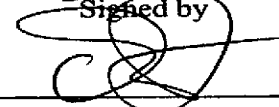
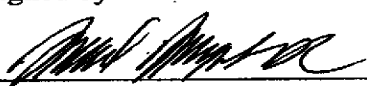
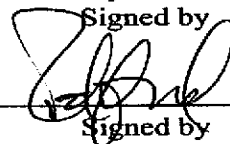
Phase Two, Unit 10 Catherine F. Labatt [Signature]
Name of Unit owner Signed by

Phase Two, Unit 11 [Signature] [Signature]
Name of Unit owner Signed by

Phase Two, Unit 12 [Signature] [Signature]
Name of Unit owner Signed by


Chambers Business Park 3

The undersigned unit owners of Chambers Business Park 3 have approved of the terms in the Umbrella Declaration and consent to the recording of the Umbrella Declaration as restrictive covenants binding on all the units within Chambers Business Park.

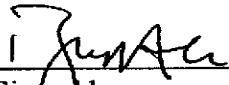
- Phase One, Unit 1 Executive Title 
Name of Unit owner Signed by
- Phase One, Unit 2 Executive Title 
Name of Unit owner Signed by
- Phase One, Unit 3 Marshall Sharifan 
Name of Unit owner Signed by
- Phase One, Unit 4 Marshall Sharifan 
Name of Unit owner Signed by
- Phase One, Unit 5 Exec. Title Ins. 
Name of Unit owner Signed by
- Phase One, Unit 6 Exec Title Ins 
Name of Unit owner Signed by
- Phase One, Unit 7 GORILLA MARKETING 
Name of Unit owner Signed by
- Phase One, Unit 8 GORILLA MARKETING 
Name of Unit owner Signed by
- Phase Two, Unit 9 San Valley Mtg 
Name of Unit owner Signed by
- Phase Two, Unit 10 San Valley Mtg. 
Name of Unit owner Signed by
- Phase Two, Unit 11 Peak Health Clinic LLC 
Name of Unit owner Signed by
- Phase Two, Unit 12 Red Koford 
Name of Unit owner Signed by

Chambers Business Park 3 (continued)

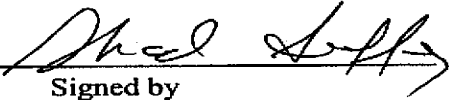
Phase Two, Unit 13 SUN VALLEY MFG.
Name of Unit owner


Signed by

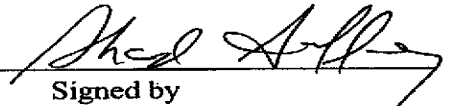
Phase Two, Unit 14 Owner Holdings, LLC
Name of Unit owner


Signed by

Phase Two, Unit 15 SHAD GUFFEY
Name of Unit owner


Signed by

Phase Two, Unit 16 SHAD GUFFEY
Name of Unit owner


Signed by

Chambers Business Park 4

The undersigned unit owners of Chambers Business Park 4 have approved of the terms in the Umbrella Declaration and consent to the recording of the Umbrella Declaration as restrictive covenants binding on all the units within Chambers Business Park.

Phase One, Unit 1 ARTHUR C. OLIVAS Arthur C. Olivas
Name of Unit owner Signed by

Phase One, Unit 2 ARTHUR C. OLIVAS Arthur C. Olivas
Name of Unit owner Signed by

Phase One, Unit 3 Mike Hendry [Signature]
Name of Unit owner Signed by

Phase One, Unit 4 Mike Hendry [Signature]
Name of Unit owner Signed by

Phase One, Unit 5 ARTHUR C. OLIVAS Arthur C. Olivas
Name of Unit owner Signed by

Phase One, Unit 6 Kristy Jo Cazier [Signature]
Name of Unit owner Signed by

Phase One, Unit 7 Dustin Peterson [Signature]
Name of Unit owner Signed by

Phase One, Unit 8 Dustin Peterson [Signature]
Name of Unit owner Signed by

Phase Two, Unit 9 Shad Jeffrey SHAD GUTFEY
Name of Unit owner Signed by

Phase Two, Unit 10 SHAD GUTFEY Shad Jeffrey
Name of Unit owner Signed by

Phase Two, Unit 11 Red Koford [Signature]
Name of Unit owner Signed by

Phase Two, Unit 12 Red Koford [Signature]
Name of Unit owner Signed by

Chambers Business Park 4 (continued)

Phase Two, Unit 13	<u>Quinn Woody</u> Name of Unit owner	<u>Q-D.Wy</u> Signed by
Phase Two, Unit 14	<u>Quinn Woody</u> Name of Unit owner	<u>Q-D.Wy</u> Signed by
Phase Two, Unit 15	<u>Quinn Woody</u> Name of Unit owner	<u>Q-D.Wy</u> Signed by
Phase Two, Unit 16	<u>TARINA CHASE</u> Name of Unit owner	<u>Tarina Chase</u> Signed by
Phase Two, Unit 17	<u>Robert J. Anderson</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase Two, Unit 18	<u>NORTHLAND MEDICAL</u> Name of Unit owner	<u>[Signature]</u> Signed by
Phase Two, Unit 19	<u>Don J. McKay</u> Name of Unit owner	<u>Don J. McKay</u> Signed by
Phase Two, Unit 20	<u>Don J. McKay</u> Name of Unit owner	<u>Don J. McKay</u> Signed by

Exhibit A

Legal Description

Units 1-3, Building 1, Chambers Business Park Phase 1, Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-613-0001 through 07-613-0003] ✓

Units 4-7, Building 2, Chambers Business Park Phase 2, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-623-0001 through 07-623-0004] ✓

Units 1-6, Chambers Business Park 2 Phase 1, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-649-0001 through 07-649-0006] ✓

Units 7-12, Chambers Business Park 2 Phase 2, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-660-0001 through 07-660-0006] ✓

Units 1-8, Chambers Business Park 3, Phase 1, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-672-0001 through 07-672-0008] ✓

Units 9-16, Chambers Business Park 3, Phase 2, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-680-0001 through 07-680-0008] ✓

Units 1-8, Chambers Business Park 4, Phase 1, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-687-0001 through 07-687-0008] ✓ *Real*

Units 9-20, Chambers Business Park 4, Phase 2, A Commercial Condominium Project, South Ogden City, Weber County, Utah. [07-702-0001 through 07-702-0012] ✓

Exhibit B
Articles of Incorporation

Articles of Incorporation
FOR
CHAMBERS BUSINESS PARK
MASTER ASSOCIATION, INC.
(A Commercial Condominium Project)

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Non-Profit Corporation and Cooperative Association Act, adopt the following Articles of Incorporation:

Name. The name of the Corporation is CHAMBERS BUSINESS PARK MASTER ASSOCIATION, INC. (herein referred to as the "Corporation").

Duration. The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

Purposes. The purposes of the Corporation are to function in behalf of the members of the Chambers Business Park Master Association located in Weber County, Utah, and to enforce the Umbrella Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Chambers Business Park (A Commercial Condominium Project) (the "Umbrella Declaration") and any Amendments thereto, and to provide the other services and perform all of the other functions set forth in the Declaration and Bylaws recorded in the Weber County Records office in connection with the condominium units in Chambers Business Park, Chambers Business Park 2, Chambers Business Park 3, and Chambers Business Park 4 (collectively referred to hereinafter as the "Condominium Projects") and any amended declarations recorded thereafter as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

Membership/Stock. The owners of stock in the Corporation shall only be owners of units in the Condominium Projects, located in Weber County, Utah. Stock ownership is appurtenant to the unit and may not be separated from unit ownership, and ownership of a share of stock in Chambers Business Park shall pass automatically to the new owner of a unit upon conveyance of title without the need to convey a physical stock certificate. There shall be issued forty-three 55 shares in the Corporation and the Owners of a unit shall be the owners of one share of stock in the Corporation. The unit owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership--Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
 - a. **Voting.** Each unit owner shall have right to vote based on percentages as provided in the Umbrella Declaration.
 - b. **Subject to Assessment.** No vote shall be cast or counted for any unit not subject to assessment;

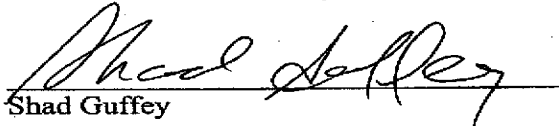
- c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a unit, the vote for such unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advise, the vote of the unit shall be suspended in the event more than one (1) person or entity seeks to exercise it.
- d. **Number of Shares.** The Corporation is authorized to issue up to 55 shares of Class A stock.
2. Class A shares shall have unlimited voting rights.
3. The owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

Registered Agent. The registered agent for the Corporation is:

Shad Guffey
920 Chambers Street, Suite 9
Ogden, UT 84403

Acceptance of Appointment

I, Shad Guffey, hereby accept the appointment as the registered agent for CHAMBERS BUSINESS PARK MASTER ASSOCIATION, INC.


Shad Guffey

Bylaws. Bylaws have been adopted in accordance with the Umbrella Declaration. The Corporation hereby adopts the bylaws attached to the Umbrella Declaration as Exhibit "C." Hereafter, bylaws may be adopted, amended, or replaced by the vote of Members.

Address of Corporation's Registered Office. The principal place of business of the Corporation, and its initial offices are located at 920 Chambers Street, Suite 9, Ogden, Utah 84403. The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

Distributions. No part of the net earnings of the corporation shall be for the benefit of, or be distributable to its Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth above.

Dissolution. Upon the dissolution of the corporation, assets shall be distributed to the members of the corporation on the same percentage as votes and assessments are allocated and as set forth in the Association Declaration and Bylaws.

Board of Directors. There will initially be four (4) Directors of the Corporation. The initial Board of Directors, who will serve until the election of officers and Directors at the annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Quinn Woody	920 Chambers Street, Suite 14 Ogden, UT 84403
Bob McDougal	962 Chambers Street, Suite 8 Ogden, UT 84403
Art Olivas	930 Chambers Street, Suite 1 Ogden, UT 84403
Rod Koford	920 Chambers Street, Suite 11 Ogden, UT 84403

The Directors will elect one of them to act as Chairman until the annual member's meeting.

Officers. The initial officers of the corporation are:

President - Robert J McDougal
 Vice President - QUINN D. WOODY
 Secretary - ~~ART OLIVAS~~ ART OLIVAS
 Treasurer - ~~ROD KOFORD~~ Rod Koford

Annual Meeting. The annual meeting of the members shall be held on the second Thursday of April of each year, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided however, that whenever such a date falls upon a legal holiday, the meeting shall be held on the next succeeding business day and further provided that the Board of Directors may by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. At such meeting, the current members shall elect two (2) Directors for two (2) year terms to serve until their successors shall be elected and shall qualify. Only current members of Units owned in the Association shall be elected Directors.

Limitations on Liability. The Officers, Directors, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

Incorporators. The incorporators of the Corporation are:

<u>Name</u>	<u>Address</u>
Quinn Woody D.	920 Chambers Street, Suite 14 Ogden, UT 84403

Robert J

Bob McDougal

962 Chambers Street, Suite 8
Ogden, UT 84403

Art Olivas

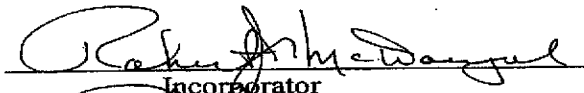
930 Chambers Street, Suite 1
Ogden, UT 84403

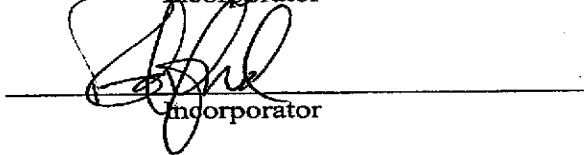
Rod Koford

920 Chambers Street, Suite 11
Ogden, UT 84403

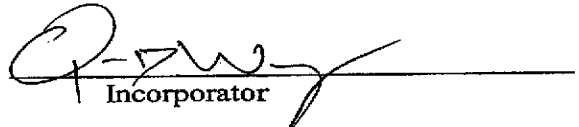
Amendment. These Articles of Incorporation may be amended from time to time as authorized by the Umbrella Declaration and as permitted by law.

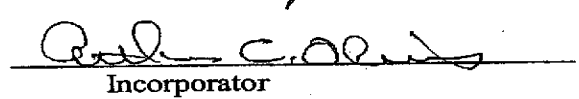
In Witness Whereof, we, Quinn Woody, Bob McDougal, Art Olivas, and Rod Koford have executed these Articles of Incorporation in duplicate this ___ day of July, 2008, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.



Incorporator


Incorporator




Incorporator


Incorporator

State of Utah)
 : ss
County of Weber)

On the 17 day of July, 2008, the foregoing instrument was acknowledged and verified before me by Quinn Woody, ~~Bob~~^{Robert} McDougal, Art Olivas, and Rod Koford who personally appeared before me, and being by me duly sworn declare under penalty of perjury that they are the incorporators Chambers Business Park Master Association, Inc., and that they signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 17 day of July, 2008.



Notary Public

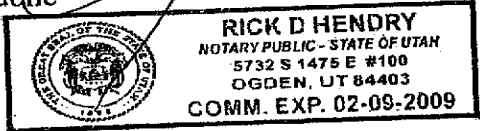


Exhibit C
Master Association Bylaws

BYLAWS
OF
CHAMBERS BUSINESS PARK
MASTER ASSOCIATION, INC.

ARTICLE 1
ADMINISTRATION

Meetings

- 1.1 **Place of Meetings of Owners:** Meetings of the Association of Unit Owners shall be held at the Property or such other suitable place as close thereto as practicable in Weber County, Utah, convenient to the Owners, as may be designated by the Board of Directors ("Board").
- 1.2 **Annual Meeting of Owners:** The first annual meeting of Owners shall be held in April 2008. Thereafter, the annual meeting of the Unit Owners shall be held on the anniversary date of the first annual meeting; provided, however, that should be anniversary date fall on a legal holiday. At such annual meeting, there shall be elected by ballot of the Owners, a Board. At the first annual meeting, the members of the Board shall be elected for a term of one (1) year beginning with the first annual meeting. Unless a member of the Board resigns before the expiration of his term of office, each member shall hold office until his successor has been elected and the first meeting involving such successor is held. The term of office of any member elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The Unit Owners may also transact such other business of the Association as may properly come before them. Each first Mortgagee of a Unit may designate a representative to attend all annual meetings of the Owners.
- 1.3 **Special Meetings of Owners:** Special meetings of Owners may be called at any time by a majority of a quorum of the Board, or upon a petition signed by Owners holding at least twenty-five percent (25%) of the voting power having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Owners holding at least three-fourth (3/4th) of the voting power of the Association, either in person or by proxy. Each first Mortgagee of a Unit may designate a representative to attend all special meetings of the Owners.
- 1.4 **Notice of Meetings to Owners:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Owners, stating the purpose as well as the day, hour, and place where it is to be held, to each Owner of record and to each first Mortgagee of a Unit which has filed a written request for notice with the Secretary, at least ten (10) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nomination procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this section shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished

to the Secretary, notice shall be deemed to have been given to an Owner if posted in a conspicuous place at the condominium project.

- 1.5 **Adjourned Meetings:** If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence, in person or by proxy, of Owners holding at least twenty-five percent (25%) of the voting power of the Association. Such adjourned meeting may be held without notice thereof, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.
- 1.6 **Order of Business:** The order of business at all meetings of the Owners shall be as follows:
- (a) Roll call to determine the voting power represented at the meeting;
 - (b) Proof of notice of meeting or waiver of notice;
 - (c) Reading of Minutes of preceding meeting;
 - (d) Reports of officers;
 - (e) Reports of committees;
 - (f) Election of inspector of election;
 - (g) Election of Board;
 - (h) Unfinished business; and
 - (i) New business.

Meetings of Owners shall be conducted by the officers of the Association in order of their priority.

- 1.7 **Consent of Absentees:** The transactions of any meeting of Owners, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, and a quorum be present either in person or by proxy, and if either before or after the meeting, each of the Owners not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the Minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the Minutes of the meeting.
- 1.8 **Minutes, Presumption of Notice:** Minutes or a similar record of the proceedings of meetings of Owners, when signed by the Chairman or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the Minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

**ARTICLE 2
BOARD**

- 2.1 **Number and Qualification:** The property, business, and affairs of the Association of Unit Owners shall be governed and managed by a Board composed of four (4) persons, each of whom, except for those appointed and serving as first members, must either be an Owner of a Unit in the condominium project. At the first meeting of the Board two members shall be elected to serve two year terms and two members shall be elected to serve one year terms. Thereafter, each new member of the Board shall be elected to a two year term. The Board may increase, by resolution, the authorized number of members of the Board; provided that the Owners shall have the sole right to elect the new Board members. Board members shall not receive any stated salary for their service as members; provided, however that:
- (a) Nothing herein contained shall be construed to preclude any member from serving the Association in some other capacity and receiving compensation therefor including acting in a bookkeeping or accounting position to provide financial services to the Association. All such positions must be by written contract and approved in advance by the Board; and
 - (b) Any member may be reimbursed for his actual expenses incurred in the performance of his duties.
- 2.2 **Maximum One Board Member per Unit.** Each Unit and Ownership interest has only one membership in Chamber Business Park. Multiple Owners of the same Unit may not be elected onto the Board at the same time.
- 2.3 **Powers and Duties:** The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Umbrella Declaration directed to be exercised and done exclusively by the Owners.
- 2.4 **Special Powers and Duties:** Without prejudice to such foregoing general powers and duties and such other powers and duties as are set forth in the Umbrella Declaration, the Board is vested with and responsible for, the following powers and duties:
- (a) To select, appoint, and remove all officers, agents, and employees of the Association; to prescribe such powers and duties for them as may be consistent with law and with the Umbrella Declaration; to fix their compensation and to required from them security for the faithful service when deemed advisable by the Board;
 - (b) To conduct, manage, and control the affairs and business of the Association and to make and enforce such rules and regulations therefor consistent with law and with the Umbrella Declaration, as the Board may deem necessary or advisable;
 - (c) To change the principal office for the transaction of the business of the Association from one location to another within Weber County, and to designate anyplace within said county for the holding of any annual or special meeting or meetings of Owners consistent with the provisions hereof;
 - (d) To borrow money and to incur indebtedness for the purposes of the Association and to cause to be executed and delivered therefor, in the Association's name, promissory

- notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and security therefor;
- (e) To fix and levy, from time to time, assessments upon the Owners to determine and fix the due date for the payment of such assessments and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement, or development of Common Areas or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of the Owners in accordance with the provisions of the Umbrella Declaration. The Board is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves.
 - (f) To enforce the provisions of the Umbrella Declaration covering the condominium Common Areas, the Umbrella Declaration or other agreements of the Association;
 - (g) To contract for and pay for insurance in accordance with the provisions of the Umbrella Declaration.
 - (h) To contract for and pay maintenance, gardening, utilities, materials, snow removal and supplies and services relating to the condominium Common Areas and to employ personnel necessary for the operation of the condominium Common Areas, including legal and accounting services, and to contract and pay for improvements and facilities on the condominium Common Areas;
 - (i) To delegate its powers according to law and the Umbrella Declaration;
 - (j) To grant easements where necessary for utilities and sewer facilities over the condominium Common Areas;
 - (k) To adopt such rules and regulations as the Board may deem necessary for the management of the condominium Common Areas, which rules and regulations shall become effective and binding after:
 - i. they are adopted by a majority of the Board after a meeting called for that purpose or by the written consent of such number of members attached to a copy of the Rules and Regulations of the Association; and
 - ii. they are posted in a conspicuous place in the condominium Common Areas.

Rules and regulations adopted by the Board may concern, without limitations, use of the Common Areas, signs, parking restrictions, minimum standards of property maintenance consistent with the Umbrella Declaration and any other matter within the jurisdiction of the Association as provided in the Umbrella Declaration; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Umbrella Declaration.

- (l) To make available to Unit Owners, prospective purchasers, lenders, and the holders and insurers of the first Mortgage on any Unit, current copies of the Umbrella Declaration and the Bylaws and other rules governing the condominium project and other books, records, and the most recent annual audited financial statement of the Owners' Association. "Available" shall at least mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

- 2.5 **Management Contract:** The Board may contract with any person, firm, or association for the management of the Common Areas.
- 2.6 **Election and Term of Office:** At the first annual meeting of the Owners' Association and thereafter at each meeting of the Owners, new members of the Board shall be elected by written ballot by a majority of the Owners as provided in Section 2.1. In the event that an annual meeting is not held or the Board is not elected thereat, the Board may be elected at a special meeting of the Owners held for that purpose. Each member shall hold office until his successor has been elected or until his death, resignation, removal, or judicial adjudication of mental incompetence. Any person serving as a member may be re-elected and there shall be no limitation on the number of terms during which he may serve.
- 2.7 **Books, Audit:** The Board shall cause to be maintained a full set of books and records showing the financial condition and of the affairs of the Owners' Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals and shall obtain an audit of such books and records. A copy of each such audit shall be delivered to an Owner within thirty (30) days after the completion of such audit upon written request from an Owner. A balance sheet and an audited operating (income statement for the Owners' Association shall be distributed to each Owner (and to any institutional holder of a first Mortgage on a Unit upon request) within sixty (60) days of accounting dates as follows:
- (a) An initial balance sheet and an initial operating statement as of an accounting date which shall be the last day of the month closest in time to six (6) months following the date of closing of the first sale on a Unit to an Owner; and
 - (b) Thereafter, an annual balance sheet and an annual operating statement as of the last day of the Owners' Association's fiscal year.

The operating statement for the first six (6) month accounting period referred to in (a) above shall include a schedule of assessments received or receivable, itemized by Unit number and by the name of the person or entity assessed.

- 2.8 **Vacancies:** Vacancies in the Board caused by any reason other than the removal of a member by a vote of the Owners of the Association shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum. Each person so elected shall be a member until a successor is elected at the next annual meeting of the Owners' Association, or at a special meeting of the Owners' Association, or at a special meeting of the Owners' Association called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any member or in case the Owners fail to elect the full number of authorized members at any meeting at which such election is to take place.
- 2.9 **Removal of Members:** At any regular or special meeting of the Owners duly called, any one or more of the members may be removed with or without cause by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy this created. Any member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. If any or all of the members are so removed, new members may be

elected at the same meeting.

- 2.10 **Organization Meeting:** The first regular Board ("organization") meeting of a newly elected Board shall be held not less than ten (10) days nor more than fifteen (15) days after the election of the Board, at such place as shall be fixed and announced by the members at the meeting at which such members were elected, for the purpose of organization, election of officers, and the transaction of other business. In addition, notice of such meeting shall be mailed or delivered to such members at least five (5) days prior thereto.
- 2.11 **Other Regular Meetings:** Other regular meetings of the Board shall be open to the Owners and may be held at such time and place within the Common Areas as shall be determined, from time to time, by a resolution adopted by a majority of a quorum of the members; provided, however, that such meeting shall be held no less frequently than quarterly. Notice of regular meetings of the Board shall be given to each member, personally or by mail, telephone, or telegram, at least seventy-two (72) hours prior to the date named for such a meeting and shall be posted at a prominent place or places with the Common Areas.
- 2.12 **Special Meetings:** Special meetings of the Board shall be open to all Owners and may be called by the Chairman (or, if he is absent or refuses to act, by the Vice-Chairman). At least seventy-two (72) hours notice shall be given to each member, personally or by mail, telephone, or telegram, which notice shall state the time, place (as herein above provided), and the purpose of the meeting and shall be posted at a prominent place or places within the Common Areas. If served by mail, each such notice shall be sent postage prepaid, to the address reflected on the records of the Association and shall be deemed given, if not actually received earlier, at 5:00 p.m. on the second day after it is deposited in a regular depository of the United States Mail as provided for herein. Whenever any member has been absent from any special meeting of the Board, an entry in the Minutes to effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such member, as required by law and as provided herein.
- 2.13 **Waiver of Notice:** Before or at any meeting of the Board any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or where ever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the members not present sign such a written waiver of notice, a consent to holding such meeting or an approval of the Minutes thereof. All such waivers, consents, and approvals shall be filed with the records of the Association or made a part of the Minutes of the meeting.
- 2.14 **Quorum and Adjournment:** Except as otherwise expressly provided herein, at all meetings of the Board, a simple majority of the members shall constitute a quorum for the transaction business and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board, if, at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from

time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted at the meeting as originally called may be transacted without further notice.

- 2.15 **Action Without Meeting:** The members shall have the right to take any action, in the absence of a meeting, which they could take at a meeting by obtaining the note or written consent of all members. Any action so approved shall have the same effect as though taken at a meeting of the members.
- 2.16 **Board:** The Board, by resolution from time to time, may designate such Boards as it shall desire and may establish the purposes and powers of each such Board created. The resolution designating and establishing the Board shall provide for the appointment of its members as well as a chairman; shall state the purposes of the Board and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board.

ARTICLE 3 OFFICERS

- 3.1 **Designation:** The principal officers of the Owners' Association shall be a Chairman, a Vice-Chairman, and a Secretary/Treasurer, all of whom shall be elected by the Board.
- 3.2 **Election of Officers:** The officers of the Owners' Association shall be elected annually by the Board and each officer shall hold his office at the pleasure of the Board until he shall resign or be removed or otherwise disqualified to serve.
- 3.3 **Removal of Officers:** Upon an affirmative vote of a majority of the entire Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the Chairman or Secretary/Treasurer. Any such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.
- 3.4 **Compensation:** Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized in writing and ratified by the Board.
- 3.5 **Chairman:** The Chairman shall be the chief executive officer of the Owners' Association. He shall preside at all meetings of the Owners' Association and of the Board. He shall have all of the general powers and duties which are usually vested in the officer of the President of a corporation, including, but not limited to, the power to appoint Board from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Owners' Association. The Chairman shall, subject to the control of the Board, have general supervision, direction, and control of the business of the Owners' Association. The Chairman shall be ex officio a member of all standing Boards and he shall have such other powers and duties as may be prescribed by the Board.
- 3.6 **Vice-Chairman:** The Vice Chairman shall take the place of the Chairman and perform his

duties whenever the Chairman shall be absent, disabled, refuses, or is unable to act. If neither the Chairman nor the Vice-Chairman is able to act, the Board shall appoint some other member of said Board to do so on an interim basis. The Vice-Chairman shall also perform such other duties as shall, from time to time, be imposed upon him by the Board.

- 3.7 **Secretary/Treasurer:** The Secretary/Treasurer shall keep the Minutes of all meetings of the Board and the Minutes of all meetings of the Owners' Association or such other meetings as the Board may order. The Secretary/Treasurer shall have charge of such books and papers as the Board may direct; the Secretary/Treasurer shall, in general, perform all of the duties incident to the office of Secretary/Treasurer. The Secretary/Treasurer shall give or cause to be given notices of all meetings of the Owners and of the Board required by the Umbrella Declaration or by law to be given. The Secretary/Treasurer shall maintain a book of record Owners listing the names and addresses of the Owners as furnished to the Owners' Association and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit is presented to the Secretary/Treasurer.

The Secretary/Treasurer shall have responsibilities for the Owners' Association's funds and shall be responsible for keeping or causing to be kept, full and accurate accounts, tax records, and business transactions of the Owners' Association, including accounts of all assets, liabilities, receipts, and disbursements in books belonging to the Owners' Association. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Owners' Association in such depositories as may, from time to time, be designated by the Board. The Secretary/Treasurer shall sign all checks and promissory notes on behalf of the Owners' Association as may be ordered by the Board in accordance with the Umbrella Declaration; shall render to the Chairman and the members, upon request, an account of all of his transactions as Secretary/Treasurer and of the financial condition of the Owners' Association, and shall have such other powers and perform such other duties as may be prescribed by the Board.

- 3.8 **Name of Board:** The Board shall be known by such name or designation as it or the Unit Owners, at any meeting, may assign.
- 3.9 Whenever there is a change of ownership of a Unit and its appurtenant rights, for whatever reason, the Board or Manager may require, as condition to recognizing the new Unit Owner or Owners as such, that the new Unit Owners or Owners furnish evidence substantiating the new ownership.

ARTICLE 4 ASSESSMENTS

- 4.1 Every Owner of a Unit which is substantially constructed and ready for occupancy, including Declarant, shall pay his proportionate share of the condominium Common Expenses. Payment thereof shall be in such amounts and at such times as the Board determines in accordance with the Act, the Umbrella Declaration and the Bylaws. There shall be a lien for non-payment of condominium Common Expenses as provided for in 57-8-20, Utah Code Annotated 1953, as amended.

- 4.2 In assessing Unit Owners or requiring them to pay for the building improvements and other improvements of the condominium Common Areas and facilities following the execution of the Umbrella Declaration, it is agreed that no assessment for a single improvement in the nature of the capital expenditure exceeding the sum of Three Thousand (\$3,000.00) Dollars in cost shall be made without the same having been first voted on and approved by Owners of seventy-five percent (75%) or more of the undivided interests in the condominium Common Areas. . The term "capital expenditure" as used herein does not include payment by the Association for the repair, maintenance or replacement of the existing Common Area (roof, sidewalks, parking lots, etc.).

EXHIBIT "D"
LIST OF UNITS AND PERCENTAGE INTEREST IN
CHAMBERS BUSINESS PARK CONDOMINIUM

CHAMBERS BUSINESS PARK

<u>Description</u>	<u>Unit Square</u> <u>Footage</u>	<u>Percentage Interest for</u> <u>Common Expenses</u>
Unit #1	1,333	1.87 %
Unit #2	1,217	1.71 %
Unit #3	1,450	2.04 %
Unit #4	2,000	2.81 %
Unit #5	1,000	1.40 %
Unit #6	1,000	1.40 %
Unit #7	<u>2,000</u>	<u>2.81 %</u>
TOTAL	10,000	14.04 %

CHAMBERS BUSINESS PARK 2

<u>Description</u>	<u>Unit Square Footage</u>	<u>Percentage Interest for Common Expenses</u>
Unit #1	1,200	1.68 %
Unit #2	1,254	1.76 %
Unit #3	1,200	1.68 %
Unit #4	1,200	1.68 %
Unit #5	1,200	1.68 %
Unit #6	1,200	1.68 %
Unit #7	1,200	1.68 %
Unit #8	1,254	1.76 %
Unit #9	1,200	1.68 %
Unit #10	1,200	1.68 %
Unit #11	1,200	1.68 %
Unit #12	<u>1,200</u>	<u>1.68 %</u>
TOTAL	14,508	20.32 %

CHAMBERS BUSINESS PARK 3

<u>Description</u>	<u>Unit Square Footage</u>	<u>Percentage Interest for Common Expenses</u>
Unit #1	1,250	1.75 %
Unit #2	1,288	1.80 %
Unit #3	1,288	1.80 %
Unit #4	1,250	1.75 %
Unit #5	1,250	1.75 %
Unit #6	1,250	1.75 %
Unit #7	1,250	1.75 %
Unit #8	1,250	1.75 %
Unit #9	1,250	1.75 %
Unit #10	1,288	1.80 %
Unit #11	1,288	1.80 %
Unit #12	1,250	1.75 %
Unit #13	1,250	1.75 %
Unit #14	1,250	1.75 %
Unit #15	1,250	1.75 %
Unit #16	<u>1,250</u>	<u>1.75 %</u>
TOTAL	20,152	28.20 %

CHAMBERS BUSINESS PARK 4

<u>Description</u>	<u>Unit Square Footage</u>	<u>Percentage Interest for Common Expenses</u>
Unit #1	1,250	1.75 %
Unit #2	1,288	1.80 %
Unit #3	1,288	1.80 %
Unit #4	1,250	1.75 %
Unit #5	1,250	1.75 %
Unit #6	1,250	1.75 %
Unit #7	1,250	1.75 %
Unit #8	1,250	1.75 %
Unit #9	1,250	1.75 %
Unit #10	1,288	1.80 %
Unit #11	1,288	1.80 %
Unit #12	1,250	1.75 %
Unit #13	1,250	1.75 %
Unit #14	1,250	1.75 %
Unit #15	1,250	1.75 %
Unit #16	1,250	1.75 %
Unit #17	1,673	2.35 %
Unit #18	1,673	2.35 %
Unit #19	1,625	2.27 %
Unit #20	<u>1,625</u>	<u>2.27 %</u>
TOTAL	26,748	37.44 %