

AFTER RECORDING PLEASE RETURN TO:

Charles L. Maak
Martineau & Maak
1800 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111

2930711

REVISED AND RESTATED
DECLARATION OF CONDOMINIUM
OF THE CAPSTONE
CONDOMINIUM PROJECT

[An Expandable Condominium]

NOTE: This instrument completely extinguishes, supersedes, and replaces (as is more fully set forth in Article I, Section 4 of this instrument) each of the following two (2) instruments and all of the terms, provisions, and effects thereof (both of said instruments appearing of record in Salt Lake County, State of Utah):

<u>Title of Instrument</u>	<u>Dated</u>	<u>Recorded</u>	<u>Entry No.</u>	<u>Book, Page</u>
1. Enabling Declaration for "Capstone" Condominium Project, Phase No. 1 (including attached "Bylaws of Management Committee")	6-17-70	11-5-70	2357254	2914, 182
2. Enabling Declaration for "Capstone" Condominium Project, Phase No. Two	2-23-72	2-24-72	2438959	3044, 704

ALSO NOTE: This instrument does not in any way extinguish, supersede, or replace (as is more fully set forth in Article I, Section 5 of this instrument) either of the following two instruments (both of said instruments appearing of record in Salt Lake County, State of Utah):

<u>Title of Instrument</u>	<u>Dated</u>	<u>Recorded</u>	<u>Entry No.</u>	<u>Book, Page</u>
3. Record of Survey Map of "Capstone" (Phase No. 1), a Utah Condominium Project (6 Sheets)	6-17-70	11-5-70	2357253	II, 27
4. Record of Survey Map of "Capstone" (Phase No. 2), a Utah Condominium Project (5 Sheets)	12-30-71	2-24-72	2438958	KK, 83

Recorded APR 12 1977 at 4:51 P. m.

Request of Charles L. Maak
KATIE L. DIXON, Recorder
Salt Lake County, Utah

\$ 96.50 By Cheryl Warrington Deputy

REF. _____

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THIS INSTRUMENT is made and entered into, consented to, and/or approved (as the case may be) by all of the parties whose names are subscribed hereto, said parties being described by categories in Article I, Section 2 below and being specified by name in that portion of this instrument which is reserved for signatures.

I. PURPOSE AND EFFECTUATION OF
REVISION AND RESTATEMENT

1. Instruments Currently of Record. There currently are of record in Salt Lake County, State of Utah, the four (4) instruments identified at the outset of this document by title, date, date of recordation, and recording data. Each of said instruments relates to either all or a portion of the following-described parcel of real property situated in Salt Lake County, State of Utah (hereinafter referred to as the "Tract"):

See Exhibit "B" attached hereto and incorporated herein by this reference.

By virtue of the instruments identified at the outset hereof as item numbers 1 through 4, there currently exists a Condominium Project or Projects (hereinafter collectively referred to merely as the "Project") which is/are known or which has/have come to be known by one or more of the following names: Capstone, Capstone Condominium Project, Capstone Phase 1, Capstone Phase 2, and/or names of like import.

2. Parties Joining in Instrument. The signatories to this instrument are comprised of those parties who, taken collectively as of the date this instrument is filed for record, constitute all persons having an interest in the Tract or the Project the nature of which interest is such as to require the holder thereof to join in this instrument in order that the terms and provisions hereof be appropriately effective and enforceable. Said parties and signatories consist of: (a) Robert Monson Real Estate, Incorporated, a Utah corporation, in its capacity as the "Declarant" under this instrument; (b) Salt Lake County, a body politic of the State of Utah; (c) The various entities which, when taken together, comprise all of the mortgagees, beneficiaries, and trustees holding or having an interest in all mortgages or trust deeds outstanding against any of the Units in the Project (the name of each such mortgagee, beneficiary, and trustee, and the Unit(s) in which it has an interest, is set forth in that portion of this instrument which is reserved for signatures); and (d) All owners of Units in the Project, along with their respective wives, if any (the name of each such owner and his wife, and the Unit in which (s)he has an interest, is set forth in that portion of this instrument which is reserved for signatures).

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3. Procedure for Execution. The above-described signatories desire to accomplish certain revisions, clarifications, and substitutions concerning the Project, the Tract, and the two (2) instruments listed at the outset of this instrument as item numbers 1 and 2. Because of the number of signatories involved, however, it is not practical for them all to execute a single instrument. Likewise, it would be cumbersome and would unnecessarily burden the official records of Salt Lake County for each signatory to execute and record a counterpart of this instrument. In solution of the problem there have been appended to this instrument various sheets, each of which contains the signatures and typed names of certain of the persons mentioned in Section 2 above, appropriate acknowledgments, a designation of the Unit(s) in which such persons have an interest, the type of interest held, and a brief statement concerning the purpose and effect of this instrument. Robert Monson Real Estate, Incorporated, which is the "Declarant" under this instrument, hereby certifies that at the time each signatory executed the sheet attached hereto which bears his (or her or its) signature he (or she or it) also had before him (or her or it) a true, accurate, and complete counterpart of that portion of this instrument consisting of pages 1 through 45. Said Robert Monson Real Estate, Incorporated further certifies that, when taken together, the signatories hereto constitute all persons having an interest in the Tract or the Project as of the date this instrument is filed for record the nature of which interest is such as to require that the holder thereof join in this instrument in order that the terms and provisions hereof be appropriately effective and enforceable.

4. Extinguishment of and Replacement for Condominium Declaration. The instruments identified as item numbers 1 and 2 at the outset of this document, and each of them, and all of the terms, provisions, and effects thereof, are hereby extinguished and, simultaneously with such extinguishment, are superseded by and replaced with that portion of this document consisting of Articles II, III, and IV and Exhibits "A" and "B." The purpose and intent of this Section 4 is to revise and replace the definitions, covenants, conditions, and restrictions which apply to and/or govern the existence, operation, and definition of the Project, but to do so in a way which, subject only to the changes which are effectuated by said Articles II, III, and IV and Exhibits "A" and "B," leaves undisturbed the preexisting ownership, lien, and security interests pertaining to the Project and the Units therein. Accordingly, subject only to the referenced changes, each owner, mortgagee, or trustee or beneficiary under a deed of trust who heretofore had an interest in the Project or in any of the Units therein shall continue to be vested with or to hold the same interest and to enjoy the same priority of interest.

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5. Continued Effectiveness of Survey Maps. This instrument is not intended to and shall not in any way extinguish, supersede, replace, or modify either of the two (2) Record of Survey Maps identified as item numbers 3 and 4 at the outset hereof. Rather, said two Record of Survey Maps are and shall be and remain effective, but henceforth shall be read and construed with, and shall apply in conjunction with, that portion of this document consisting of Articles II, III, and IV and Exhibits "A" and "B," instead of with the two (2) instruments identified at the outset hereof as item numbers 1 and 2 (or either of them).

6. Effective Date. The effective date of this instrument shall be the date on which it is filed for record in the office of the County Recorder of Salt Lake County, State of Utah. From and after said date: (i) Each part of the Tract and each Unit lying within the boundaries of the Tract shall constitute but constituent parts of a single Condominium Project; (ii) The Project shall consist of the Units and of the Common Areas and Facilities which are described and depicted on the two (2) Record of Survey Maps identified as item numbers 3 and 4 at the outset hereof and which are described and treated by that portion of this document consisting of Articles II, III, and IV and Exhibits "A" and "B," together with such additional Units and Common Areas and Facilities as may come into existence pursuant to law and that portion of this document consisting of Articles II, III, and IV and Exhibits "A" and "B"; (iii) The Declaration and Bylaws for the Project shall consist of that portion of this document consisting of Articles II, III, and IV and Exhibits "A" and "B," as the same may be modified, amended, supplemented, or expanded in accordance with law and the provisions thereof; and (iv) The Record of Survey Map for the Project shall consist of the two instruments (taken together and considered collectively) which are identified as item numbers 3 and 4 at the outset of this document, as the same may be modified, amended, supplemented, or expanded in accordance with law and with that portion of this document consisting of Articles II, III, and IV and Exhibits "A" and "B."

7. Miscellaneous. If the application of any provision of this instrument to specific circumstances so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders.

II. DEFINITIONS

When used in this Declaration each of the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

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1. Act shall mean and refer to the Utah Condominium Ownership Act [Sections 57-8-1 through 57-8-36, Utah Code Annotated (1953)], as amended and expanded by Laws of Utah 1975, Chapter 173, Sections 1 through 20.

2. Declaration shall mean and refer to that portion of this "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" consisting of Articles II, III, and IV and Exhibits "A" and "B," as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article IV, Sections 35 through 39 hereof concerning amendments and supplements to this Declaration which are to occur in conjunction with each addition to the Project of a portion of the Additional Land).

3. Record of Survey Map or Survey Map shall mean and refer to the two instruments (taken together and considered collectively) entitled "Record of Survey Map of 'Capstone' (Phase No. 1), a Utah Condominium Project" (6 Sheets) and recorded in Salt Lake County, Utah on November 5, 1970 as Entry No. 2357253 in Book II at Page 27 and entitled "Record of Survey Map of 'Capstone' (Phase No. 2), a Utah Condominium Project" (5 Sheets) and recorded in Salt Lake County, Utah on February 24, 1972 as Entry No. 2438958 in Book KK at Page 83, as said two instruments may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article IV, Sections 35 through 39 hereof concerning amendments and supplements to the Survey Map which are to occur in conjunction with each addition to the Project of a portion of the Additional Land).

4. Management Committee or Committee shall mean and refer to the Management Committee of the Capstone Condominium Project.

5. Common Areas and Facilities or Common Areas shall mean, refer to, and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act, including the entirety of the Tract.

(b) All Common Areas and Facilities designated as such in the Survey Map.

(c) All Limited Common Areas and Facilities.

(d) All foundations, roofs, and lobbies constituting a portion of or included in the

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improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, entrances, and exits which are designed for the use of more than one Unit.

(e) All installations for and all equipment connected with the furnishing of Project utility services such as electricity, gas, water, and sewer.

(f) All tanks, pumps, motor, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.

(g) The Project outdoor lighting, fences, landscaping, sidewalks, open parking spaces, and roads.

(h) All portions of the Project not specifically included within the individual Units.

(i) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

6. Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas and Facilities designated in this Declaration or in the Survey Map as reserved for the use of a certain Unit to the exclusion of the other Units.

7. Unit shall mean and refer to one of the apartment spaces which is designated as a Unit on the Record of Survey Map and in Exhibit "A" attached hereto (and incorporated herein by this reference). Unless a wall on the perimeter of a Unit separates and is common to two or more Units, such perimeter wall shall constitute a part of the Common Areas and Facilities. A wall on the perimeter of a Unit which separates such Unit from, and is common to, another Unit shall, from and including the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall include any walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, walls, or coverings which bound it. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit and, notwithstanding anything to the contrary contained herein, shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained.

8. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and on the Record of Survey Map.

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9. Condominium Unit shall mean, refer to, and include a Unit together with its appurtenant undivided ownership interest in the Common Areas and Facilities.

10. Unit Owner or Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

11. Building shall mean and refer to a structure containing or to contain Units.

12. Building Number shall mean and refer to the number, letter, or combination thereof (if any) which designates a Building in the attached Exhibit "A" and on the Record of Survey Map.

13. Additional Land shall mean, refer to, and consist of the following-described parcel of real property situated in Salt Lake County, State of Utah:

BEGINNING at a point North 89°53'40" West along the Section line 515.62 feet and North 0°06'20" East 224.72 feet from the Southeast Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°53'40" West 353.38 feet; thence South 0°06'20" West 224.72 feet to the Section line; thence North 89°53'40" West along the Section line 139.90 feet to the Southeast corner of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 1) recorded in Book II at Page 27; thence along the Easterly boundary of said parcel, as follows: North 0°06'20" East 64.00 feet; North 89°53'40" West 25.00 feet; North 0°06'20" East 185.25 feet; South 89°53'40" East 11.00 feet; and North 0°06'20" East 81.00 feet to a point on the Southerly boundary of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 2) recorded in Book KK at Page 83, said point also being the Northeast corner of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 1); thence along the Southerly and Easterly boundary of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 2), as follows: South 89°53'40" East 77.08 feet; North 0°04' East

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21.0 feet; South 89°56' East 64.0 feet; North 0°04' East 107.20 feet; and South 89°56' East 26.0 feet, to the West line of East Mill Creek Subdivision; thence South along said West line 121.0 feet, more or less, to the Southwest Corner of East Millcreek Subdivision; thence South 89°56' East along the South line of said Subdivision 339.71 feet; thence South 0°06'20" West 113.16 feet to the point of BEGINNING.

A description of the Additional Land is set forth in this Declaration solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the Project in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article IV, Sections 35 through 39 hereof).

14. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, any Management Agreement which may be entered into for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.

15. Association of Unit Owners or Association shall mean and refer to all of the Owners taken as, or acting as, a group.

16. Mortgage shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

17. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Condominium Unit and a beneficiary under a first deed of trust on any Condominium Unit.

18. Tract shall mean, refer to, and consist of the real property which Article III of this Declaration submits to the terms of the Act, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of this Declaration.

19. Condominium Project or Project shall mean and refer to the Capstone Condominium Project.

20. Declarant shall mean and refer to Robert Monson Real Estate, Incorporated, a Utah corporation, and/or any successor to said corporation which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project and/or to the Additional Land (or a portion thereof) as did its predecessor.

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III. SUBMISSION

There is hereby submitted to the provisions of the Act, as the Tract initially associated with the Capstone Condominium Project, the following-described parcel of real property situated in Salt Lake County, State of Utah:

See Exhibit "B" attached hereto and incorporated herein by this reference.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; any Patent reservations or exclusions; any mineral reservations of record and rights incident thereto; and any easements or rights-of-way which are enforceable at law or in equity.

IV. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The improvements included in the Project are now or will be located upon the Tract. The significant improvements contained in the Project (other than improvements located on or otherwise associated with portions of the Additional Land) include thirteen (13) Buildings, asphalt roadways, open parking spaces, twenty-six (26) fully enclosed two-car garages, concrete sidewalks or walkways, brick sidewalks or walkways, wooden fences, concrete patios, cedar porches, a swimming pool, and a clubhouse or recreation building. The location and configuration of the improvements referred to in the foregoing sentence is depicted on the Survey Map. The Project (excluding that part thereof located on or otherwise associated with the Additional Land) also contains other improvements of a less significant nature, such as outdoor lighting and landscaping. The Survey Map shows the basements (if any), the number of stories, and the number of Units which are contained in the thirteen (13) Buildings initially included in the Project. Said Buildings are composed of the following materials: wooden frame with load and non-load bearing walls studded with wood; basement floor of concrete; first floor of wooden joists; second floor (where applicable) of wooden joists; roof of truss type (except where interior ceiling is slanted, in which case roof is of vaulted rafter type) covered with plywood; roofs surfaced with

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asphalt shingles; interior walls surfaced with gypsum board; and exterior surfaced with brick veneer and cedar siding.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit not located within the boundaries of the Additional Land, its location, dimensions from which its size may be determined, and the Common Areas and Facilities to which it has immediate access. Each Unit shall be capable of being separately owned, encumbered, and conveyed.

3. Contents of Exhibit "A." Exhibit "A" to this Declaration furnishes the following information with respect to each Unit contained in the Project (other than within the boundaries of the Additional Land): (i) The Unit Number; and (ii) The fraction of undivided ownership interest in the Common Areas which is initially appurtenant to the Unit.

4. Computation of Undivided Interests. The fraction of undivided ownership interest in the Common Areas and Facilities which, at any point in time, is appurtenant to a Unit shall be equal to the integer one (1) divided by the total number of Units then included in the Project. The fraction of undivided ownership interest which is initially appurtenant to each Unit currently contained in the Project has been computed in the aforesaid manner. From time to time in the future and under the circumstances described in Sections 35 through 39 of this Article IV, the undivided ownership interest appurtenant to each Unit theretofore contained in the Project may be recomputed and re-determined, but always through use of the formula described at the outset of this Section 4.

5. Limited Common Areas. The Limited Common Areas and Facilities which are contained in the Project (other than Limited Common Areas located on or otherwise associated with portions of the Additional Land), and the respective Units to which the exclusive use of such Limited Common Areas is reserved, are as follows: (i) Each of the various patios, porches, and/or balconies which are attached or adjacent to a Building and which are labelled as such on the Survey Map is a Limited Common Area. On the Survey Map each such patio, porch, and/or balcony is labelled with a number which corresponds with the Unit Number of a Unit contained within the Building to which such Limited Common Area is attached or adjacent. The exclusive use of each such patio, porch, and/or balcony is reserved to the Unit which has the corresponding Unit Number. (ii) Each of the two (2) car garages which is labelled as such on the Survey Map is a Limited Common Area. On the Survey Map each such garage is labelled with a number which corresponds with the Unit Number of a Unit contained within the Project. The exclusive use of each such garage is reserved to the Unit which has the corresponding Unit Number.

6. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Condominium Unit shall describe the interest or estate involved substantially as follows:

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Unit No. _____ contained within the Capstone Condominium Project as the same is identified in the two (2) Record of Survey Maps recorded in Salt Lake County, Utah as Entry No. 2357253 in Book II at Page 27 and as Entry No. 2438958 in Book KK at Page 83 (as said two Record of Survey Maps may have heretofore been amended or supplemented) and in the Revised and Restated Declaration of Condominium of the Capstone Condominium Project recorded in Salt Lake County, Utah as Entry No. _____ in Book _____ at Page _____ (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said Unit (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates).

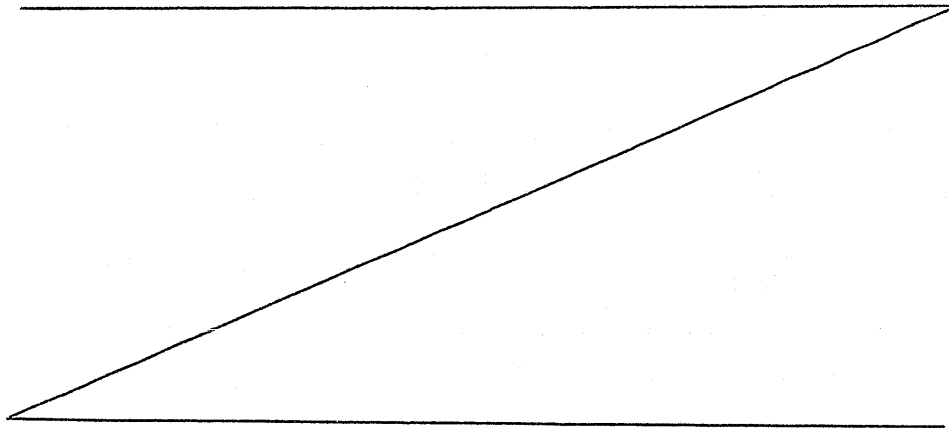
Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the fraction of undivided ownership interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such fraction of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

7. Permissible Use and Age Restriction. All Units are intended to be used for single family residential housing and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to create a nuisance or interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units. No automobile or other vehicle shall be parked at an entrance to or in front of a garage, in front of a walkway, or at any other location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts. Unless a rule to the contrary is adopted by the Management Committee, no animals or household pets shall be kept or allowed in any part of the Project; provided, however, that any household pet which as of the effective date of this Declaration is being kept by a Unit Owner may continue to be kept

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until such pet dies or is disposed of by the Owner concerned. Notwithstanding the foregoing provisions respecting pets, if any pet creates a state of affairs offensive to Project occupants by reason of noise, odors, or other objectionable matters caused by it, the owner of such pet shall eliminate such pet from the Project if directed to do so by the Management Committee. Whenever a pet is allowed to leave a Unit or its appurtenant Limited Common Areas it shall be kept on a leash or in a cage. If a pet is not thus controlled, any Owner or occupant of the Project may capture or detain it and turn the pet over to a governmental animal control authority. No Unit initially included in the Project and no Unit which comes to be part of the Project as a result of addition of any portion of the Additional Land shall be occupied by a child under fourteen (14) years of age unless such occupancy occurs in conjunction with a visit lasting less than three (3) weeks. Notwithstanding the foregoing sentence, however: (i) A child born to or adopted by an occupant of a Unit may remain in occupancy of such Unit until, but not after, he reaches the age of two (2) years; and (ii) The age restriction created by said sentence shall not apply to any child of a person who as of the effective date of this Declaration is the Owner of a Unit, whether such child was born or adopted before or is born or adopted after said effective date. Notwithstanding any of the other provisions of this Section 7 respecting pets or age restrictions, upon application by any Owner the Management Committee may, if it determines the same to be appropriate or desirable in view of all of the circumstances, grant in favor of such Owner a variance or exception from any limitation or restriction otherwise applicable hereunder with regard to pets or minimum age for occupancy, and if the Management Committee does so such variance or exception shall, with respect to the Owner concerned, control over the provisions of this Section 7. Even though certain exceptions or variances concerning age restrictions are provided for in or may arise as a result of the provisions of this Section 7, both the Management Committee and Declarant shall have the right to advertise or promote the Project as an adult community.

8. Declarant's Sales Program. Notwithstanding the provisions of the foregoing Section 7, until the happening of the event described in the second Paragraph of this Section 8



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Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned or to be owned (upon the addition to the Project of a portion of the Additional Land) by Declarant:

(i) Declarant shall have the right to maintain two (2) or less sales offices and/or model apartments. Such offices and/or model apartments may be one or more Units (of any floor area and at any location allowed by the provisions of Sections 35 through 39 of this Article IV) owned by it, one or more apartments (of any floor area and at any location) situated on any portion of the Additional Land, one or more separate structures or facilities placed on any portion of the Additional Land for the purpose of aiding Declarant's sales effort, or any combination of the foregoing. If one or more separate structures or facilities is employed by Declarant, each shall be reasonably located given the layout of the Project and each have an aggregate floor area not substantially in excess of the aggregate floor area of the largest Unit then contained in the Project or the largest apartment then situated on any portion of the Additional Land, whichever is larger.

(ii) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, or similar devices at any place or places on the Tract, but any such device shall be of a size and in a location as is reasonable and customary.

Declarant shall have the right from time to time to locate or relocate any of its sales offices, model apartments, and/or signs, banners, or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the event described in the second Paragraph of this Section 8 Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on a portion of the Additional Land for the purpose of aiding Declarant's sales effort.

The event referred to in the first Paragraph of this Section 8 shall be the first to occur of the following:

(a) Declarant ceases to be a Unit Owner or all of the Additional Land has

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been added to the Project, whichever last occurs; or

(b) The expiration of seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

9. Completion Obligation. All of the improvements within the Project as initially constituted are complete. Declarant hereby covenants in favor of each person who contracts with Declarant for the purchase of a Unit located or to be located on any portion of the Additional Land that no later than eighteen (18) months after the date on which such contract is entered into: (i) The Unit which such person has contracted to purchase, the Building within which such Unit is contained or is to be contained, and each Limited Common Area appurtenant to such Unit shall be fully constructed and ready for use or occupancy (as the case may be); and (ii) There shall be substantially completed and usable as part of the Common Areas located on the portion of the Additional Land concerned all proposed or planned roadways, garages, parking spaces, sidewalks, fences, outdoor lighting, landscaping, and utility lines and conduits necessary to enable full use and enjoyment of the Unit concerned.

10. Condition and Maintenance of Units and Limited Common Areas. Each Unit shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his appurtenant patio(s), porch(es), and/or balcony(s) and his appurtenant garage in a clean and orderly condition, but shall not otherwise maintain the same. The Committee shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners.

11. Status and General Authority of Committee. The Condominium Project shall be managed, operated, and maintained by the Management Committee on behalf of the Unit Owners. The Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (i) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers (all of which are, however, subject to the provisions of Sections 19, 38, and 41 of this Article IV):

(a) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable utility and similar easements over,

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under, across, and through the Common Areas and Facilities.

(b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.

(c) The power to sue and be sued.

(d) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

(e) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(g) The power and authority to add any interest in real property obtained pursuant to subparagraph (f) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent.

(h) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

(i) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners.

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Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

12. Manager. The Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project which may be entered into by the Management Committee or the Association shall call for a term not exceeding three (3) years and shall provide that for cause such management agreement may be terminated by the Management Committee or by the Association upon not in excess of ninety (90) days written notice.

13. Composition of Management Committee. The Committee shall be composed of five (5) members. The current members of the Committee, the office held by each, and the expiration date of their respective terms are as follows:

<u>Name</u>	<u>Office</u>	<u>Term Ends</u>
Philip L. Richards	President	May 9, 1977
Eugene C. Lloyd	Treasurer	May 9, 1977
Stephen G. Crockett	Vice President	May 9, 1977
Rene Fournier	Vice President	May 9, 1977
Theora Hammer	Secretary	May 9, 1977

It is recognized that a Management Committee composed of the five individuals named above has heretofore acted as the managing authority for the Project. The actions heretofore taken by said Committee in its capacity as such managing authority are hereby ratified and confirmed and shall be and remain valid and effective.

The term of each member of the Committee shall be one (1) year. At each annual Owners meeting, including at that scheduled to be held in May of 1977, five (5) Committee members shall be elected. Only Unit Owners, officers and agents of Owners other than individuals, and officers and agents of Declarant shall be eligible for Committee membership. At each annual meeting the fraction of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled. Any Committee member who fails on three

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successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any 6-month period shall automatically forfeit his seat. In the event a Committee seat becomes vacant, whether by reason of forfeiture or due to another cause, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

14. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. He shall preside over all meetings of the Committee and of the Unit Owners. He shall execute all instruments on behalf of the Committee.

(b) Vice-President. The Vice-President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Committee. Upon request of the Committee he shall furnish it with a bond, in the amount specified by the Committee,

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conditioned upon the faithful performance of his duties. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the same Committee member.

15. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may provide. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort shall be made to give either oral or written notice of a special meeting to each Committee member at least 24 hours before the time fixed for the meeting. Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even though the member concerned does not actually receive notice. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

16. Owners Meetings. The annual meeting of the Unit Owners shall be held at 7:00 p.m. on the second Monday in May, 1977, and on the second Monday in May of each succeeding year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the notice of meeting. At least ten but not more than 30 days before the date of the annual meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at the latest address for such person appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least two but not more than 30 days before the date set for a special meeting written notice thereof shall be given in the manner described in the immediately preceding Paragraph.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting may not be challenged on grounds of inadequate notice. The presence of Owners entitled to cast a majority of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners meeting. In the event a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier

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than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. The presence of Owners entitled to cast 25% of all the undivided ownership interest in the Project shall constitute a quorum at the rescheduled meeting. Notwithstanding the foregoing provisions of this Paragraph, however, in any case in which the Act or this Declaration requires the affirmative vote of at least a specified percentage of the Project's undivided ownership interest for authorization or approval of a matter, the presence of Owners entitled to cast such percentage shall be necessary to constitute a quorum at any meeting (whether original or rescheduled) at which action on such matter is taken.

17. Voting -- Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the fraction of undivided ownership interest which is then appurtenant thereto. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

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

19. Limitation on Improvements by Association. Until occurrence of the event described in the second Paragraph of Section 8 of this Article IV, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities situated on any part of the Additional Land which is added to the Project, other than such

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repairs, replacements, or similar matters as may be necessary to properly maintain such Common Areas as originally created or constructed by Declarant.

20. Capital Improvements. Additions or capital improvements to the Project which cost no more than \$3,000.00 may be authorized by the Management Committee alone. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed or accomplished, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least 65% of the Project's undivided ownership interest. All provisions of this Section 20 are subject to the limitations imposed by the foregoing Section 19.

21. Operation and Maintenance. The Management Committee shall, as a portion of the Common Expenses, pay for all utility services furnished to each Unit except telephone and any other services which are separately billed to individual Units by the utility or other party furnishing such service. Except as otherwise provided in the balance of this Section 21 or in Section 10 of this Article, the Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair. Until such time as any given Unit situated within the boundaries of the Additional Land becomes subject to full assessment for Common Expenses (i.e., so long such Unit is being assessed in accordance with the proviso which appears at the end of the first Paragraph of the following Section 22), Declarant, rather than the Committee, shall provide for maintenance and operation of such of the Common and Limited Common Areas and Facilities located within the Additional Land as are either appurtenant to the Unit concerned or fairly characterized as reasonably proximate, in location, to such Unit.

22. Payment of Expenses. Before May 1 of each year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the 12-month period commencing with the following June 1. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund an appropriate reserve to cover major repair or replacement of portions of the Common Areas and Facilities. The total of such expenses shall be apportioned among all the Units on the basis of their respective appurtenant fractions of undivided ownership interest (subject, however, to the proviso which appears at the end of this Paragraph). Prior to the tenth (10th) day of each month during the fiscal year covered by the budget each Unit Owner shall pay to the Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If the aggregate of monthly payments attributable to all of the

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Units is too large or too small as a result of unanticipated income or expenses, or if the monthly payments attributable to a particular Unit or Units are too large or too small either as a result of an additional Unit or Units being produced by the addition to the Project of a portion of the Additional Land or as a result of a Unit's being occupied for the first time or title thereto no longer being vested in Declarant (as hereinafter provided), the Committee may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Units may be altered by the Committee so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Unit during a 12-month period be determined on the basis of its appurtenant undivided ownership interest as it may from time to time be adjusted in accordance with this Declaration; provided, however, that the share of Common Expenses required to be borne by a Unit which is situated within the boundaries of the Additional Land shall be ten percent (10%) of the amount otherwise applicable until both of the following have occurred: (i) Title to such Unit is no longer vested in Declarant or such Unit is occupied for the first time for residential purposes, whichever first occurs; and (ii) That portion of the Building containing such Unit has been fully constructed and completed.

Each time legal title to a Unit (including a Unit situated within the boundaries of the Additional Land) passes from one person to another, within thirty (30) days after the effective date of such title transaction the new Unit Owner shall pay to the Committee, in addition to any other required amounts, the sum of \$60.00. The provisions of the following Section 23 shall apply to the collection of such sum. The sums received by the Committee pursuant to this Paragraph shall be held by it as a contingency reserve and shall be used at such times and for such purposes as the Committee may determine.

23. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses, the delinquent payment shall bear interest at the rate of 12% per annum and the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the Unit itself. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

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24. Management Committee Liability. No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgment, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owners, unless such contract was made in bad faith or contrary to the provisions of the Act or this Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth in the foregoing portion of this Section 24 shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

25. Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:

(i) A multi-peril type policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, if available, or an "Inflation Guard Endorsement," and, if necessary or appropriate, a "Demolition and Contingent Liability from Operation of Building Laws Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or its equivalent, and an "Earthquake Damage Endorsement" or its equivalent.

(ii) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance,

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evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

(iii) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum limit of coverage available under said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

(iv) The named insured under each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall be in form and substance essentially as follows: "Association of Unit Owners of the Capstone Condominium Project, or its authorized representative, for the use and benefit of the individual Owners." [Said Owners shall be designated by name, if required.]

(v) Each such policy shall include the standard mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(vi) Each such policy shall provide that, notwithstanding any provision thereof

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which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Association or if such option is in conflict with any requirement of law.

26. Fidelity Insurance. If the Project contains or comes to contain more than thirty (30) Units, the Management Committee or Association shall at all times while such state of affairs exists maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one and one-half times (150%) the Project's estimated annual operating expenses and reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.

27. Liability Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a "Severability of Interest Endorsement" or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, elevator collision (if applicable), garage-keeper's liability (if applicable), and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. The limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for personal injury and/or property damage arising out of a single occurrence.

28. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Sections 25, 26, and 27 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of BBB+ or better. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; (ii) by the terms of the carrier's charter, bylaws,

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or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (iv) the policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right of subrogation it might have as to any and all claims against the Association, the Management Committee, any Unit Owner, and/or their respective agents, employees, or tenants, and any defense it might have based upon co-insurance or upon invalidity arising from acts of the insured. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under this Section 28 and/or Sections 25, 26, and 27 hereof cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different, or other coverage as may be reasonable and prudent under the circumstances as they then exist.

29. Destruction, Condemnation, and Obsolescence. The provisions of this Section 29 and of the following Sections 30 through 33 shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in such Sections each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is fifty percent (50%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available

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Funds is fifty percent (50%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(c) Obsolescence. "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is fifty percent (50%) or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(d) Restoration. "Restoration," in the case of any damage or destruction, shall mean restoration of the Project to a condition the same or substantially the same as the condition in which it existed prior to the damage or destruction concerned; in the case of condemnation, shall mean restoration of the remaining portion of the Project to an attractive, sound, and desirable condition; and, in the case of obsolescence, shall mean restoration of the Project to an attractive, sound, and desirable condition.

(e) Restored Value. "Restored Value" shall mean the value of the Project after Restoration.

(f) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

(g) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of

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condemnation payable to the Owner or Mortgagee of a Condominium Unit for the condemnation or taking of the Unit in which they are interested.

30. Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is fifty percent (50%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

31. Restoration of Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence, but shall be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence only with the consent of Owners collectively holding at least seventy five percent (75%) of the Project's undivided ownership interest and with the consent of at least seventy five percent (75%) of the Mortgagees (based upon one vote for each Mortgage). Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is the subject of a Mortgagee shall be made jointly to such Owner and the interested Mortgagee. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective fractions of undivided ownership interest in the Common Areas.

32. Sale of Project. The Project shall be sold in the event of Substantial Destruction, Substantial Condemnation,

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or Substantial Obsolescence unless the consents required by Section 31 hereof have been obtained within six (6) months after the Committee sends the written description contemplated by said Section 31. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

33. Authority of Committee to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Condominium Unit therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

34. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this Section 34:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) Any change in ownership of a Condominium Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

(c) Unless the consent of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

35. Right to Expand and State of Title to New Units. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time

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to time by adding to the Project the Additional Land or a portion or portions thereof. Notwithstanding any provision of the Act or this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including any Unit Owner) and shall be limited only as specifically provided in the Act and this Declaration. Any given portion of the Additional Land shall be deemed added to the Project at such time as a supplement to this Declaration and to the Survey Map containing the information required by the Act and by Section 37 below has been recorded with respect to the portion of the Additional Land concerned. After the recordation of such supplements, title to each Unit thereby created within the portion of the Additional Land concerned and its appurtenant undivided ownership interest in the Common Areas shall be vested in and held by Declarant, and none of the other Unit Owners shall have any claim or title to or interest in such Unit or its appurtenant fraction of undivided ownership interest. If at the time a particular portion of the Additional Land is added to the Project there is of record a mortgage or deed of trust which by its terms describes the real property thereby encumbered by a metes and bounds description or other description describing the lateral or perimeter boundaries of such real property (as distinguished from the description of a Condominium Unit), and if the parcel of real property defined by the description set forth in such mortgage or trust deed includes the portion of the Additional Land then being added to the Project, and irrespective of whether or not any partial release or reconveyance pertaining to such mortgage or trust deed has theretofore been recorded with respect to any other Condominium Unit in the Project, then and in that event such mortgage or trust deed shall, upon the addition to the Project of that portion of the Additional Land concerned and whether or not such mortgage or trust deed does so by its terms, automatically cover, encumber, and include each Unit thereby created within such portion of the Additional Land and such Unit's appurtenant undivided ownership interest in the Common Areas. Nothing herein shall prevent the granting of a mortgage or trust deed on any Condominium Unit produced by the addition to the Project of a portion of the Additional Land, but any such mortgage or trust deed shall be subject and inferior to the lien on or interests in such Condominium Unit which arise by operation of the immediately preceding sentence.

36. Rights and Statements Respecting Additional Land. Declarant hereby furnishes the following information and statements respecting the Additional Land and Declarant's right and option concerning expansion of the Project by the addition thereto of the Additional Land or a portion or portions thereof:

- (a) All of the Additional Land need not be added to the Project if any of such

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Land is added. Rather, a portion or portions of the Additional Land may be added to the Project at any time (within the limits herein prescribed) and from time to time.

(b) Except for the limitations and requirements set forth in the following items (c), (d), and (f), there are no limitations or requirements relative to the size, location, or configuration of any given portion of the Additional Land which can be added to the Project or relative to the order in which particular portions of the Additional Land can be added to the Project.

(c) Any given portion of the Additional Land which is added to the Project must be contiguous with the Tract as it existed immediately prior to the addition concerned.

(d) That portion of the Additional Land which is first added to the Project must have a size, location, and configuration which enable the creation of the tennis court facility treated in item (o) below.

(e) Except for such limitations and requirements as may exist by reason of the contents of item (o) below (concerning the creation of a tennis court facility), there are no limitations or requirements relative to the location of improvements that may be made on any portion of the Additional Land which is added to the Project.

(f) Assuming that the entirety of the Additional Land is added to the Project, the maximum number of Units which may be created on the Additional Land is twenty-four (24). At any given time the total number of Units created on such portion(s) of the Additional Land as has (have) theretofore been added to the Project divided by the total acreage of such portion(s) shall be no greater than twenty-four (24) divided by the total acreage of the entirety of the Additional Land.

(g) Each Unit created on any portion of the Additional Land which is added to

BOOK 4473 PAGE 1329

the Project shall be used only for single family residential housing (subject, however, to the matters set forth in Section 8 of this Article IV).

(h) Up to two (2) but not more than two (2), Units may be contained in any given Building which is created on a portion of the Additional Land added to the Project. Any Building or other structure erected on any such portion of the Additional Land shall be of a style which is architecturally compatible with structures within the preexisting Project. Any Building or other structure erected on any portion of the Additional Land which is added to the Project shall be constructed in a good and workmanlike manner. The principal materials used in the construction of any Building on any such portion shall, in general, be the same as the principal materials composing the Buildings described toward the end of Section 1 of this Article IV.

(i) In addition to the Building or Buildings, if any, created on a portion of the Additional Land added to the Project, the significant improvements made to such portion may include asphalt roadways, open parking spaces, fully enclosed garages designed to accommodate one or two automobiles each, concrete and/or brick sidewalks or walkways, wooden fences, concrete patios, cedar porches, outdoor lighting, landscaping, the tennis court facility treated in item (o) below, a clubhouse or meeting facility, a boat or camper storage facility, and other related improvements. All of the mentioned improvements may be of the type and in the location reasonably determined to be appropriate by Declarant, so long as such determination is not inconsistent with any limitation imposed by this Declaration.

(j) Each Building which is created on a portion of the Additional Land added to the Project shall have a basement, may consist of either one or two above-ground stories, shall include one or more patios, porches, balconies, and/or decks, may be of the

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same general type and configuration as any of the thirteen (13) Buildings initially included in the Project or may be a duplex (side-by-side Units) or may be a detached single family dwelling (one Unit per Building). The aggregate floor space of any Unit (computed by measurements running from the interior surfaces of the walls surrounding the Unit, taking into account all finished and unfinished areas at each separate level, story, or floor contained within or making up the Unit, and not excluding areas underlying interior partitions, utilized in stairwells, and the like) contained in such a Building may range from a minimum of approximately 2,200 square feet to a maximum of approximately 4,400 square feet. Any such Unit may include space located on two or three levels. The overall configuration of any such Unit shall be reasonable in light of the total floor area thereof and the configuration of the Building within which it is contained.

(k) In conjunction with the addition to the Project of a portion of the Additional Land Declarant shall have the right to create Limited Common Areas within such portion. Each of said Limited Common Areas shall be appurtenant to a Unit located within such portion of the Additional Land. Such Limited Common Areas may include and consist of patios, porches, balconies, and/or decks attached or adjacent to a Building located on the portion of the Additional Land concerned, storage areas or spaces, and open parking spaces and/or fully enclosed garages. The size, type, and total number of Limited Common Areas created within each portion of the Additional Land which is added to the Project shall be reasonable in light of the number and nature of Units created within the portion of Additional Land concerned and those Limited Common Areas which are located on other portions of the Tract.

(l) In conjunction with the addition to the Project of a portion of the Additional Land Declarant shall have the right to reserve, in the instruments through

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which the addition is accomplished, reasonable rights-of-way and/or easements for purposes of enabling access to, furnishing utilities to, and facilitating or enabling development of, such of the Additional Land as has then not been added to the Project.

(m) Any expansion(s) of the Project through the addition thereto of the Additional Land or portions thereof and through the creation on the portions of the Additional Lands concerned of additional Units shall be such that the fraction of undivided ownership interest in the Common Areas which at any point in time is appurtenant to any Unit then in the Project is not more than 1/26 and not less than 1/50.

(n) It is recognized that the Project as initially constituted includes a "Club House" structure located in the Northeast corner of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 1) recorded in Book II at Page 27. Declarant shall have the right, at its sole option and in conjunction with the addition to the Project of a portion of the Additional Land which includes property lying just to the East of said "Club House" structure, to utilize the area lying Easterly of said "Club House" (including the area lying between the Easterly wall of said "Club House" and the Easterly boundary of the above-referenced parcel), together with a portion of the Additional Land, for an addition to and expansion of said "Club House" structure. If Declarant determines to exercise the right described in this item (n), it shall cause (and it shall have the right, without obtaining the vote or consent of any other person, to cause) the instruments through which the above-referenced portion of the Additional Land is added to the Project to be drawn and recorded in such a way as to appropriately depict the change in configuration of said "Club House" structure as the same has been or is to be added on to or expanded. The addition to or expansion of said "Club House" shall constitute a part of the Common Areas, and shall be designed and constructed as Declarant and the Management Committee may mutually and reasonably determine.

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(o) By its adding any portion of the Additional Land to the Project Declarant shall thereby obligate itself, and Declarant hereby covenants in favor of all Unit Owners that in the event any portion of the Additional Land is added to the Project Declarant shall thereby become obligated: (A) To create and construct the tennis court facility described in this item (o); and (B) To cause the instruments through which there is added to the Project the first portion of the Additional Land to be drawn and recorded in such a way as to appropriately depict the tennis court facility described in this item (o) (and Declarant shall have the right, without obtaining the vote or consent of any other person, to cause such instruments to be so drawn and recorded). The tennis court facility referred to herein may be located at any site which approximately lies: (i) Easterly of a line which runs North and South and which touches the Easterlimost point of the swimming pool (not the concrete apron surrounding the swimming pool) currently contained in the Project, as shown on the Survey Map; (ii) Southerly of a line which runs East and West and which lies approximately three (3) feet South of the Southerlimost point of the concrete apron which surrounds the swimming pool currently contained in the Project, as shown on the Survey Map; and (iii) Northerly of a line which runs East and West and which touches the Southerlimost side of the Building containing Unit Number 5 and Unit Number 6, as shown on the Survey Map. Notwithstanding the foregoing, the site generally described in the preceding sentence may be altered by Declarant if and as reasonably necessary given the location of and/or to take account of existing or proposed improvements. The tennis court facility referred to herein shall include one (1) "doubles" court, otherwise shall be of the type and have the detail determined by Declarant, shall be constructed in a good and workmanlike manner, and shall constitute a part of the Common Areas. Such tennis court facility shall be substantially constructed and created no later than twelve (12) months after the date of recordation of the instruments through which there is added

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to the Project the first portion of the Additional Land. Notwithstanding any of the other terms of this item (o), the total amount to be expended by Declarant in fulfilling its obligations hereunder concerning the tennis court facility shall be approximately, but shall not be required to exceed, the sum of \$11,000.00.

37. Procedure for Expansion. The supplements to this Declaration and to the Survey Map by which addition to the Project of any portion of the Additional Land is accomplished shall be executed by Declarant, shall be in recordable form, must be filed for record in the office of the County Recorder of Salt Lake County, Utah on or before seven (7) years from the date that this Declaration is recorded, and when taken together shall contain the following information for that portion of the Additional Land which is being added to the Project:

(a) Data sufficient to identify this Declaration and the Record of Survey Map.

(b) The legal description of the portion of the Additional Land being added to the Project.

(c) A description of the Building(s), if any, located or to be located on the portion of the Additional Land concerned and of all other significant improvements located or to be located on such portion. Such description shall provide essentially the same type of information as is provided in this Declaration with respect to the Buildings and improvements initially included in the Project.

(d) The Unit Number of each Unit being created within the portion of the Additional Land concerned and any other data necessary for the proper identification thereof.

(e) A description of any Limited Common Areas being created within the portion of the Additional Land concerned, together with a designation of the Unit to which each is appurtenant.

(f) The Survey Map information required to be furnished by Section 57-8-13(2) of the Act.

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(g) If applicable, the Survey Map information respecting change in configuration of the "Club House" structure, as such information is required to be furnished by item (n) of the foregoing Section 36.

(h) If applicable, the Survey Map information respecting the tennis court facility which is required to be furnished by item (o) of the foregoing Section 36.

(i) Such rights-of-way and/or easements as are being reserved by Declarant pursuant to item (l) of the foregoing Section 36.

(j) An amended Exhibit "A" to this Declaration setting forth the fraction of undivided ownership interest which, after addition of that portion of the Additional Land concerned, shall appertain to each Unit in the Project, computed and derived as described in Section 4 of this Article IV.

(k) Such other matters as may be necessary, desirable, or appropriate and as are not inconsistent with any limitation imposed by this Declaration.

Upon the recordation of the supplements contemplated above, the revised schedule of undivided interests contained therein shall automatically become effective for all purposes and shall completely supersede any similar schedule which was contained in any Declaration or supplement previously recorded in connection with the Project or any portion of the Additional Land. And upon the recordation of such supplements they shall automatically supplement this Declaration, the Survey Map, and any supplements previously recorded. At any point in time, the Declaration and Survey Map for the Project shall consist of this Declaration and the Survey Map initially effective hereunder, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

38. Additional Land -- Miscellaneous. Such parts of or interests in a portion of the Additional Land which is added to the Project as do not become Units shall be and remain Common Areas and Facilities. Until such time as any given portion of the Additional Land added to the Project has been fully developed and improved in the manner contemplated by the instruments through which such portion was added, unless Declarant gives its prior written consent thereto no easement,

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right-of-way, or similar matter affecting any part of such portion shall be granted or created, no improvement to or work on any part of such portion shall occur, and no other action shall be taken with respect to such portion which would or might impair Declarant's ability to exercise its rights concerning the same.

39. No Obligation to Expand. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) The addition to the Project of any or all of the Additional Land; (ii) The creation or construction of any Unit, Building, or other improvement; (iii) The carrying out in any particular way or within any particular time of any development or addition to the Project which may be undertaken; or (iv) The taking of any particular action with respect to the Tract, the Project, or any portion of the Additional Land. Except to the extent specifically indicated herein, no covenant, restriction, limitation, representation, or commitment in this Declaration concerning anything that is or is not to occur, apply, or be done on or relative to the Additional Land or any portion thereof shall be binding as to such of the Additional Land as is never added to the Project.

40. Mortgagee Protection. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Condominium Unit, and the Mortgagee thereunder which comes into possession of or which obtains title to the Condominium Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of 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 (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Condominium Units including the Condominium Unit in which the Mortgagee is interested). 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 Mortgagee which comes into possession or which obtains title shall be collected or enforced

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by either the Management Committee or the 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 (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

Unless all of the Mortgagees of the individual Condominium Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise:

(a) To abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Sections 29 through 33 of this Article in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence);

(b) To partition or subdivide any Unit;

(c) To abandon, partition, subdivide, encumber, sell, or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas, except as provided in Sections 29 through 33 of this Article in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence, and except as such matters [arguably] might result from Declarant's addition to the Project of some or all of the Additional Land);

(d) To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Sections 29 through 33 of this Article in the event of Substantial Destruction;

(e) To change the pro rata interests or obligations of any Unit which apply for (i) purposes of levying assessments or charges or allocating distributions of hazard

BOOK 1473 PAGE 1337

insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities, except as such changes may occur as a result of Declarant's addition to the Project of some or all of the Additional Land;

(f) To alter the provisions of Section 12 of this Article IV in such a way as to diminish the protections afforded to the Owners regarding the duration or terminability of agreements for managerial services; or

(g) To alter the provisions of Sections 25 through 28 of this Article IV in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Condominium Project. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall furnish to such Mortgagee copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium Project as may be prepared for distribution to or use by the Committee, the Association, or the Unit Owners.

To the extent the same is reasonably possible and practical and is not inconsistent with the significant interests of the Association of Unit Owners, the Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of:

(i) The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand Dollars

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(\$10,000.00); or (ii) Any Unit involving an amount in excess of, or reasonably estimated to be in excess of, One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking, or anticipated condemnation.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Section 40, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Management Committee and Association of Unit Owners with respect to the subject concerned.

No amendment to this Section 40 which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Section 40 shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Section 40 as a condition to amendment has been obtained.

41. Amendment. Except as provided in and/or subject to the terms of items (a) through (c) below, the vote of at least 65% of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred. The foregoing right of amendment shall, however, be subject to the following:

(a) Any amendment to the foregoing Section 40 ("Mortgagee Protection") shall be subject to the matters treated by the last Paragraph of said Section.

(b) Declarant shall have the right unilaterally to amend and supplement this Declaration and the Survey Map in conjunction with its addition to the Project of each portion of the Additional Land, all in the manner and to the extent, but only in the manner and to the extent, provided for in Sections 35 through 39 of this Article IV.

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(c) Until the happening of the event described in the second Paragraph of Section 8 of this Article IV, no amendment to the Survey Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

42. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration, or the rights of Declarant hereunder respecting any given portion of the Additional Land, may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.

43. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

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

45. Agent for Service of Process. Eugene C. Lloyd, whose address is 3371 A Honeycut Road, Salt Lake City Salt Lake County,

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PAGE 1340

COUNTY APPROVAL

On this 28th day of September, 1976, SALT LAKE COUNTY, a body politic of the State of Utah and the governmental subdivision in which the Capstone Condominium Project is and/or is to be located, by and through its PLANNING COMMISSION, hereby gives final approval to said Condominium Project, to the foregoing Revised and Restated Declaration of Condominium, and to those attributes of said Condominium Project which are mentioned in § 57-8-35(3) of the Utah Condominium Ownership Act (as amended and expanded by Laws of Utah 1975, Chapter 173, Sections 1 through 20).

SALT LAKE COUNTY
PLANNING COMMISSION

ATTEST:

Clayne J. Ricks
Title: Planning Director

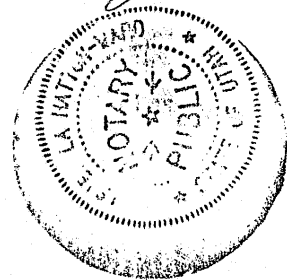
By Gary D. Palmer
Title: Chairman

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

On this 2nd day of March, 1977, personally appeared before me Gary Palmer and Clayne J. Ricks, known to me to be the Chairman and the Director, respectively, of the SALT LAKE COUNTY PLANNING COMMISSION, who duly acknowledged to me that they executed the foregoing Approval on behalf of said Planning Commission pursuant to authority.

My Commission Expires: January 22, 1980

Isabella Hatton-Ward
Notary Public
Residing at: Salt Lake County



EXECUTED AND ACKNOWLEDGED by the various Owners (and their respective wives, if any) and by the various mortgagees or trustees and beneficiaries having an interest in Units contained in the Project, on the respective dates set forth in the following pages.

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EXHIBIT "A"

TO

REVISED AND RESTATED DECLARATION
OF CONDOMINIUM OF THE
CAPSTONE CONDOMINIUM PROJECT

[An Expandable Condominium]

<u>Unit No.</u>	<u>Fractional Ownership</u>
1	1/26
2	1/26
3	1/26
4	1/26
5	1/26
6	1/26
7	1/26
8	1/26
9	1/26
10	1/26
201	1/26
202	1/26
203	1/26
204	1/26
205	1/26
206	1/26
207	1/26
208	1/26
209	1/26
210	1/26
211	1/26
212	1/26
213	1/26
214	1/26
215	1/26
216	1/26

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BOOK 4473 PAGE 1343

EXHIBIT "B"

TO

REVISED AND RESTATED DECLARATION OF CONDOMINIUM
OF THE CAPSTONE CONDOMINIUM PROJECT

[An Expandable Condominium]

The "Tract" which is referred to in and affected by said Declaration is situated in Salt Lake County, State of Utah, and is described as follows:

BEGINNING at a point North 89°53'40" West along the Section line 1008.90 feet from the Southeast Corner of Section 28, Township One South, Range One East, Salt Lake Base and Meridian, and running thence North 89°53'40" West along said Section line 232.01 feet to the East line of 1850 East Street; thence North 0°54'10" West along said East line 330.30 feet to the Southwest corner of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 2) recorded in Book KK at Page 83; thence South 89°53'40" East along the Southerly boundary of said parcel 223.82 feet; thence South 0°06'20" West 81.00 feet; thence North 89°53'40" West 11.00 feet; thence South 0°06'20" West 185.25 feet; thence South 89°53'40" East 25.00 feet; thence South 0°06'20" West 64.00 feet to the point of BEGINNING.

ALSO: BEGINNING at a point North 0°04' East 330.25 feet and North 89°53'40" West 945.10 feet from the Southeast Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said point lying on the projection of the Northerly boundary of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 1) recorded in Book II at Page 27) and running thence North 89°53'40" West along the projection and Northerly boundary of said parcel 300.90 feet to the Northwest corner of said parcel; thence North 0°54'10" West 212.03 feet; thence South 89°56' East 394.49 feet; thence South 0°04' West 84.00 feet; thence North 89°56' West 26.00 feet; thence South 0°04' West 107.20 feet; thence North 89°56' West 64.00 feet; thence South 0°04' West 21.00 feet to the point of BEGINNING.

BOOK 4473 PAGE 1344

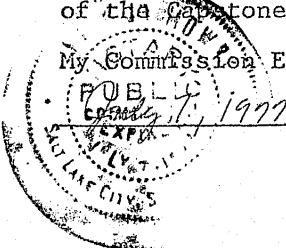
REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSON, a woman, holds an ownership interest in the Unit designated as Unit Number 1 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Joyce M. Reynolds 3/5/77
Typed: Joyce M. Reynolds Date Signed

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 5th day of March, 1977, personally appeared before me Joyce M. Reynolds, a woman, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



Joyce M. Reynolds
Notary Public
Residing at: SLL, Utah

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REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSON, a single man, holds an ownership interest in the Unit designated as Unit Number 2 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

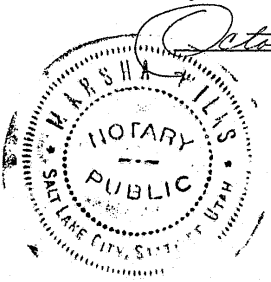
Signature: Stephen G. Crockett Feb 15, 1977
Typed: Stephen G. Crockett Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 15th day of February, 1977, personally appeared before me Stephen G. Crockett, a single man, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: October 1, 1978

Marsha J. Miller
Notary Public
Residing at: Salt Lake City, Utah



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REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

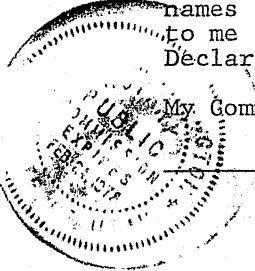
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 3 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: G. Everett Bearnson February 17, 1977
Typed: G. Everett Bearnson Date Signed

Signature: Jacoba J. Bearnson 2-17-77
Typed: Jacoba J. Bearnson Date Signed

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 17 day of Feb., 1977, personally appeared before me G. Everett Bearnson and Jacoba J. Bearnson, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



My Commission Expires: 4/24/78

G. M. W. [Signature]
Notary Public
Residing at: S.L.C., Utah

BOOK 4473 PAGE 1347

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 4 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Rene H. Fournier 12 Feb 1977
Typed: Rene H. Fournier Date Signed

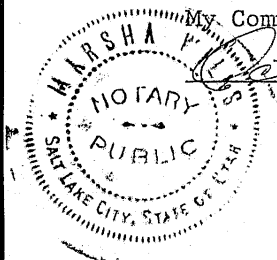
Signature: Lois L. Fournier 15 Feb 1977
Typed: Lois L. Fournier Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 15th day of February, 1977, personally appeared before me Rene H. Fournier and Lois L. Fournier, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: October 1, 1978

Marsha J. [Signature]
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1348

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 5 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Heath B. Fowler 2/15/77
Typed: Heath B. Fowler Date Signed

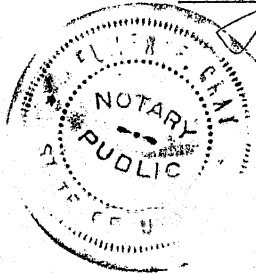
Signature: Helen T. Fowler 2/15/77
Typed: Helen T. Fowler Date Signed

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On this 15 day of February 1977, personally appeared before me Heath B. Fowler and Helen T. Fowler, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: August 17 1977

James E. Gray
Notary Public
Residing at: Salt Lake



BOOK 4473 PAGE 1349

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 6 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

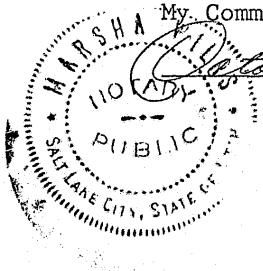
Signature: Dean F. Hansen 2-15-77
Typed: Dean F. Hansen Date Signed

Signature: Shirley I. Hansen 2/15/77
Typed: Shirley I. Hansen Date Signed

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

On this 15th day of February, 1977, personally appeared before me Dean F. Hansen and Shirley I. Hansen, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:



Harsha Dillman
Notary Public
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1350

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

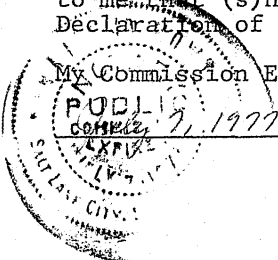
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 7 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Barry Lynn Burkinshaw 2/27/77
Typed: Barry Lynn Burkinshaw Date Signed

Signature: Brenda B. Burkinshaw 2/27/77
Typed: Brenda B. Burkinshaw Date Signed

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 27th day of February, 1977, personally appeared before me Barry Lynn Burkinshaw and Brenda B. Burkinshaw, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



My Commission Expires: _____

Tracy G. Houry
Notary Public
Residing at: 540, Utah

BOOK 4473 PAGE 1351

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

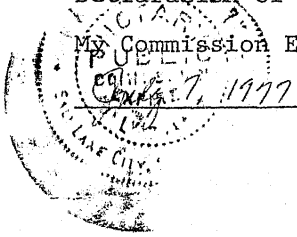
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 8 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Marvin Lee Friedland 3/9/77
Typed: Marvin Lee Friedland Date Signed

Signature: Marlene Friedland 3.9.77
Typed: MARLENE Friedland Date Signed

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 3rd day of March, 1977, personally appeared before me Marvin Lee Friedland and Marlene Friedland, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



My Commission Expires: _____

Fancy J. Lowry
Notary Public
Residing at: SLC, Utah

BOOK 473 PAGE 1352

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 9 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: *Ronald Smith*
 Typed: Ronald Smith

February 15th 1977
 Date Signed

Signature: *C. Eileen Smith*
 Typed: C. Eileen Smith

Feb. 15, 77
 Date Signed

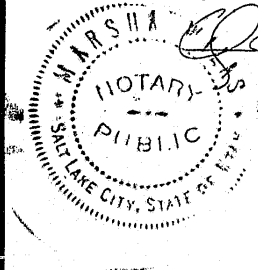
STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

On this 15th day of February, 1977, personally appeared before me Ronald Smith and C. Eileen Smith, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:

October 1, 1978

Marsha J. [Signature]
 Notary Public
 Residing at *Salt Lake City, Utah*



BOOK 4473 PAGE 1353

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 10 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

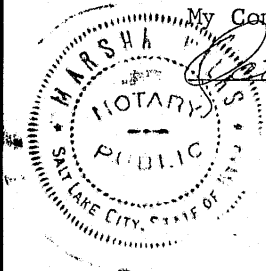
Signature: John J. Bates 2/15/77
Typed: John J. Bates Date Signed

Signature: Klover M. Bates 2/15/77
Typed: Klover M. Bates Date Signed

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

On this 15th day of February, 1977, personally appeared before me John J. Bates and Klover M. Bates, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:



October 1, 1978

Marsha J. Gillette
Notary Public
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1354

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

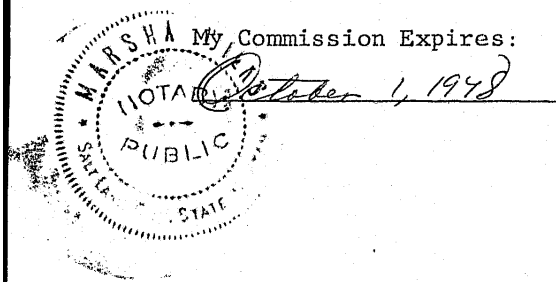
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 201 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: David O. Van Strien Date Signed: Feb. 15 1977
Typed: David O. Van Strien

Signature: Eva L. Van Strien Date Signed: Feb. 15, 1977
Typed: Eva L. Van Strien

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

On this 15th day of February, 1977, personally appeared before me David O. Van Strien and Eva L. Van Strien, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



Shirley D. Kelly
Notary Public
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1355

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 202 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: William H. Adams 8-12-77
Typed: William H. Adams Date Signed

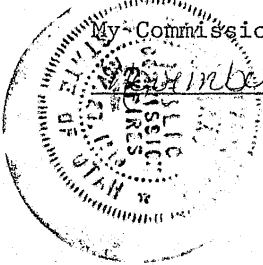
Signature: Irene Adams 3-22-77
Typed: Irene Adams Date Signed

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 22nd day of March, 1977, personally appeared before me William H. Adams and Irene Adams, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: December 25, 1979

Gilbert Twitchell
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1356

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

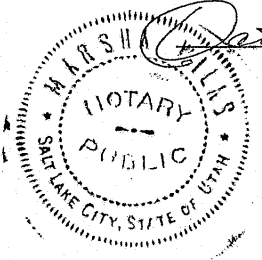
THE UNDERSIGNED PERSON, a woman, holds an ownership interest in the Unit designated as Unit Number 203 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Valerie W. Kelly 2-15-77
Typed: Valerie W. Kelly Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 15th day of February, 1977, personally appeared before me Valerie W. Kelly, a woman, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:



Marsh Willis
Notary Public
Residing at: Salt Lake City, Utah

October 4, 1978

BOOK 4473 PAGE 1357

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

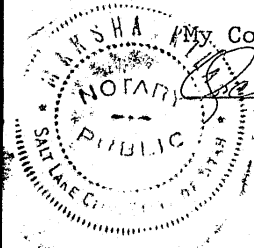
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 204 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: *Philip L. Richards* Feb. 15, 1977
Typed: Philip L. Richards Date Signed

Signature: *Elma S. Richards* Feb. 15, 1977
Typed: Elma S. Richards Date Signed
Elma

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 15th day of February, 1977, personally appeared before me Philip L. Richards and Elma Elma S. Richards, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



My Commission Expires: October 1, 1978

M. M. Shafer
Notary Public
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1358

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

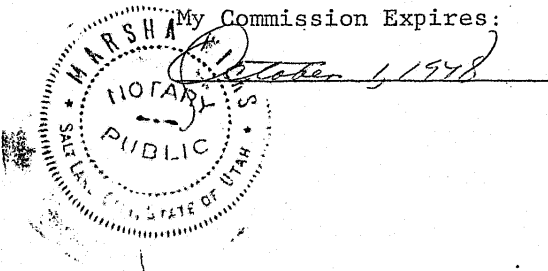
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 205 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Lloyd H. Hammer Feb. 15, 1977
Typed: Lloyd H. Hammer Date Signed

Signature: Theora P. Hammer Feb. 15, 1977
Typed: Theora P. Hammer Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 15th day of February, 1977, personally appeared before me Lloyd H. Hammer and Theora P. Hammer, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



Marshall J. [Name]
Notary Public
Residing at: [Address]

BOOK 4473 PAGE 1359

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

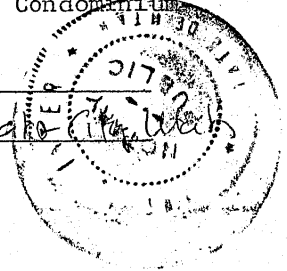
THE UNDERSIGNED PERSON, a single man, holds an ownership interest in the Unit designated as Unit Number 206 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Aaron J. Moll Date Signed: 2/8/77
Typed: Aaron J. Moll

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On this 18 day of Feb., 1977, personally appeared before me Aaron J. Moll, a single man, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: July 10, 1977
Mari J. Pinter
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1360

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 207 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Eugene C. Lloyd Date Signed 2/15/77
Typed: Eugene C. Lloyd

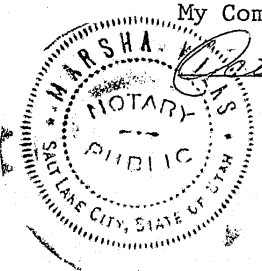
Signature: A. Laurie Lloyd Date Signed 2/15/77
Typed: A. Laurie Lloyd

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

On this 15th day of February, 1977, personally appeared before me Eugene C. Lloyd and A. Laurie Lloyd, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: October 4, 1978

Marsha Fuller
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1361

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSON, a woman, holds an ownership interest in the Unit designated as Unit Number 208 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

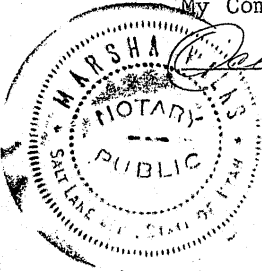
Signature: Bonnie M. Bergeson 2/15/77
Typed: Bonnie M. Bergeson Date Signed

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

On this 15th day of February, 1977, personally appeared before me Bonnie M. Bergeson, a woman, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: October 1, 1978

Marsha Dylla
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1362

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 209 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Dr. Akito Ohmura Feb. 16, 1977
Typed: Akito Ohmura Date Signed

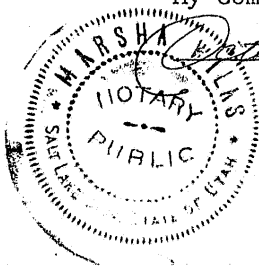
Signature: Kumiko Ohmura Feb. 16, 1977
Typed: Kumiko Ohmura Date Signed

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

On this 16th day of February, 1977, personally appeared before me Akito Ohmura and Kumiko Ohmura, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:

Harsho Fisher
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1363

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 210 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Roland R. Schneider March 11, 1977
Typed: Roland R. Schneider Date Signed

Signature: Corrine A. Schneider March 11, 1977
Typed: Corrine A. Schneider Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

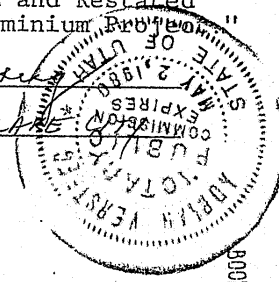
On this 11th day of MARCH, 1977, personally appeared before me Roland R. Schneider and Corrine A. Schneider, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project".

My Commission Expires:

5-2-1980

Adrian
Notary Public

Residing at: SALT LAKE



BOOK 4473 PAGE 1364

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 211 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Claude A. Rector 2/14/77
Typed: Claude A. Rector Date Signed

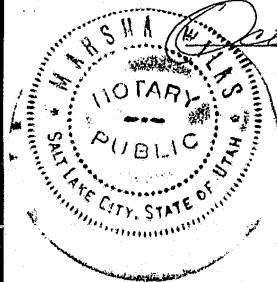
Signature: Arlene Rector 2-14-77
Typed: Arlene M. Rector Date Signed

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

On this 15th day of February, 1977, personally appeared before me Claude A. Rector and Arlene M. Rector, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:

October 4, 1978
Shirley J. Fisher
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4173 PAGE 1365

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 212 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: [Signature] 13 Feb 77
Typed: David A. Melville Date Signed

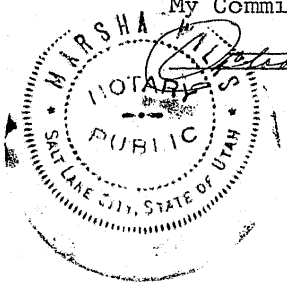
Signature: [Signature] 15 Feb 77
Typed: Barbara Ellen Melville Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 15~~th~~ day of February, 1977, personally appeared before me David A. Melville and Barbara Ellen Melville, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: September 1, 1978

[Signature]
Notary Public
Residing at: [Signature]



BOOK 4473 PAGE 1366

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSON, a woman, holds an ownership interest in the Unit designated as Unit Number 213 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

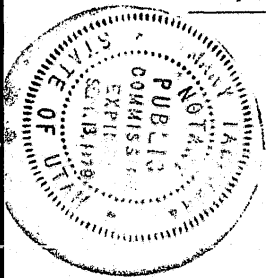
Signature: Blanche O. Stewart Feb 14, 1977
Typed: Blanche O. Stewart Date Signed

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On this 14 day of Feb., 1977, personally appeared before me Blanche O. Stewart, a woman, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:
My commission expires Sept. 13, 1979

Mary Adela
Notary Public
Residing at: Murray, Ut.
My commission expires Sept. 13, 1979



BOOK 4473 PAGE 1367

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSONS, ^{A SINGLE MAN,} holds ownership interests in the Unit designated as Unit Number 213 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: John R. Stewart 15 FEB 1977
Typed: John R. Stewart Date Signed

~~Signature: _____~~
~~Typed: _____ Stewart _____~~ ~~Date Signed _____~~

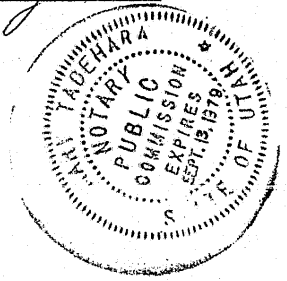
STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 15 day of Feb., 1977, personally appeared before me John R. Stewart, A SINGLE MAN and ~~Stewart, his wife, the two persons~~ whose names appear immediately above, each of whom duly acknowledged to me that ~~he~~ executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: _____
Notary Public Mary J. Adelaar
Residing at: Murray, UT.

My commission expires Sept. 13, 1979

BOOK 4473 PAGE 1368



REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

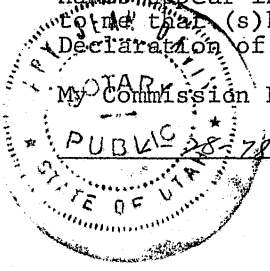
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 213 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Steve O. Stewart 2/16/77
Typed: Steven O. Stewart Date Signed

Signature: Jo Ann B. Stewart 2-16-77
Typed: Jo Ann B. Stewart Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 16th day of FEBRUARY, 1977, personally appeared before me Steven O. Stewart and Jo Ann B. Stewart, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



My Commission Expires: _____
Notary Public Mary Jean Davis
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1369

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

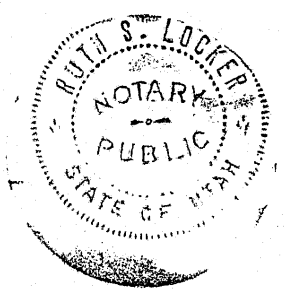
THE UNDERSIGNED PERSON, a single man, holds an ownership interest in the Unit designated as Unit Number 214 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Eugene Guccione February 18, 1977
Typed: Eugene Guccione Date Signed

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On this 18 day of February, 1977, personally appeared before me Eugene Guccione, a single man, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: 1-5-81
Ruth S. Locker
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1370

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSON, a single man, holds an ownership interest in the Unit designated as Unit Number 215 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

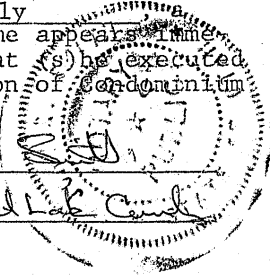
Signature: Shirley L. Heugly Date Signed 2-17-77
Typed: Shirley L. Heugly

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On this 17 day of February, 1977, personally appeared before me Shirley L. Heugly a single man, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires:
Aug 20, 1977

John D. [Signature]
Notary Public
Residing at: Salt Lake County



BOOK 4473 PAGE 1371

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PERSON, a woman, holds an ownership interest in the Unit designated as Unit Number 215 contained within the Capstone Condominium Project. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: Ann Marie Isenburg 2.16.77
Typed: Ann Marie Isenburg Date Signed

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On this 16 day of February, 1977, personally appeared before me Ann Marie Isenburg, a woman, and the person whose name appears immediately above, who duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."

My Commission Expires: Aug 20, 1977

John R. [Signature]
Notary Public
Residing at: Salt Lake County



BOOK 4473 PAGE 1372

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

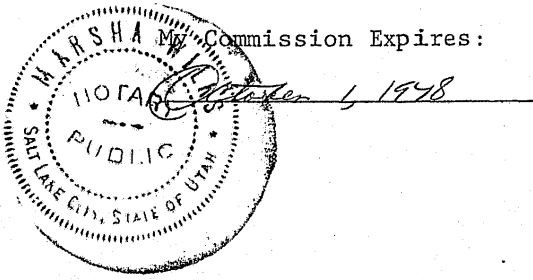
THE UNDERSIGNED PERSONS hold ownership interests in the Unit designated as Unit Number 216 contained within the Capstone Condominium Project. Each of said persons hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time (s)he signed this instrument (s)he had before him (her) a complete copy of the Revised Declaration.

Signature: John Robert Smith 2-14-77
Typed: John Robert Smith Date Signed

Signature: Kristine D. Smith 2-14-77
Typed: Kristine D. Smith Date Signed

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

On this 15th day of February, 1977, personally appeared before me John Robert Smith and Kristine D. Smith, his wife, the two persons whose names appear immediately above, each of whom duly acknowledged to me that (s)he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



Marsha M. [Signature]
Notary Public
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1373

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

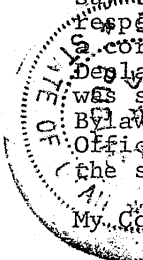
THE UNDERSIGNED PARTY, GUARDIAN TITLE COMPANY OF UTAH, a corporation, is the [X] Trustee and/or [] Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 206, 211. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

GUARDIAN TITLE COMPANY OF UTAH 3/2/77
Typed Name of Corporation Date Signed

Attest: Joan D. Killpack By Warren H. Curlis
Title: Secretary Its President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 2nd day of March, 1977, personally appeared before me WARREN H. CURLIS and JOAN D. KILLPACK, who being by me duly sworn, did say that they are the President and Secretary, respectively, of GUARDIAN TITLE COMPANY OF UTAH, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.



My Commission Expires: August 22, 1980

Douglas W. Curlis
Notary Public
Residing at: Salt Lake City, Utah

BOOK 4473 PAGE 1374

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation, is the [] Trustee and/or [X] Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 206, 211. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION
Typed Name of Corporation

March 12, 1977
Date Signed

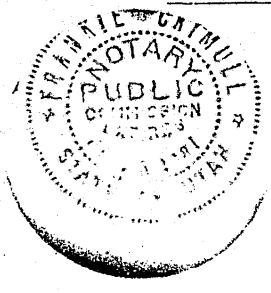
Attest: *Robert R. Billingsley* By *Robert R. Murray*
Title: *Vice President* Its *Senior Vice President*

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 14th day of March, 1977, personally appeared before me Robert R. Murray and Robert R. Billingsley, who being by me duly sworn, did say that they are the Senior Vice President and Vice President, respectively, of PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires:
January 6, 1981

Frankie Catmull
Notary Public
Residing at: 1794 Ann Dell Lane
Salt Lake City, Utah 84121



BOOK 473 PAGE 1375

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation, is the [X] Trustee and/or [X] Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 1, 2, 3, 5, 6, 7, 8, 9, 10, 202, 203, 205. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

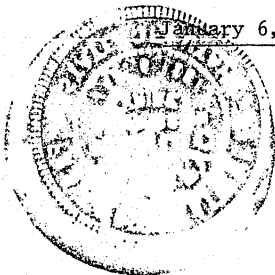
PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION
Typed Name of Corporation
Date Signed: March 12, 1977
Attest: Robert R. Murray By Frankie Catmull
Title: Vice President Its Senior Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 14th day of March, 1977, personally appeared before me Robert R. Murray and Robert R. Billingsley, who being by me duly sworn, did say that they are the Senior Vice President and Vice President, respectively, of PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires: January 6, 1981

Frankie Catmull
Notary Public
Residing at: 1794 Ann Dell Lane
SALT Lake City, Utah 84121



BOOK 4473 PAGE 1376

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, SOUTHWEST SAVINGS & LOAN ASSOCIATION, a corporation, is the [] Trustee and/or [X] Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 201. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

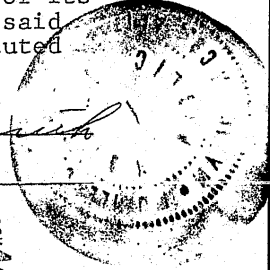
SOUTHWEST SAVINGS & LOAN ASSOCIATION
Typed Name of Corporation 4/6/77
Date Signed
Attest: Dorothy M. Brentano By Cosyrt Byrne
Title: Assistant Vice Pres. Its Vice President

STATE OF ~~XXAM~~ ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this six day of April, 1977, personally appeared before me LARRY R. BYRNE and DOROTHY M. BRENTANO, who being by me duly sworn, did say that they are the VICE PRES and ASST. VICE PRES, respectively, of SOUTHWEST SAVINGS & LOAN ASSOCIATION, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires:
My Commission Expires Sept. 17, 1977

Muriel C. Lasswell
Notary Public
Residing at: _____



BOOK 4473 PAGE 1377
2-5-77

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, VALLEY BANK & TRUST COMPANY, a corporation, is the Mortgagee under a certain Mortgage affecting the Unit contained within the Capstone Condominium Project which is designated as Unit Number 205. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

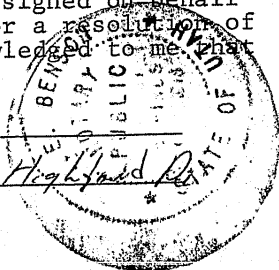
VALLEY BANK & TRUST COMPANY March 21, 1977
 Typed Name of Corporation Date Signed
 Attest L. T. Jensen By John N. Nelson
 Title: Operations Officer Its Branch Manager

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

On this 21 day of March, 1977, personally appeared before me L. T. Jensen and John Nelson, who being by me duly sworn, did say that they are the Operations Officer and Branch Manager, respectively, of VALLEY BANK & TRUST COMPANY, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires:
Oct. 5, 1978

L. T. Jensen
 Notary Public
 Residing at: 3020 Highland Park



BOOK 1473 PAGE 1379

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation; is the Trustee and/or Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 204, 208. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION 3-2-77
Typed Name of Corporation Date Signed

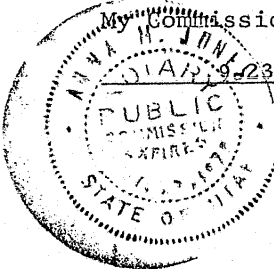
Attest: Catherine I. Asay By R. P. Neilson
Title: Assistant Secretary Its Senior Vice President

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

On this 2nd day of March, 1977, personally appeared before me R. P. Neilson and Catherine I. Asay, who being by me duly sworn, did say that they are the Senior Vice President and Assistant Secretary, respectively, of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires: 9-23-79

Anna M. Jones
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1380

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Re-statement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, ZIONS FIRST NATIONAL BANK, N.A., a corporation, is the [X] Trustee and/or [X] Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 204. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

ZIONS FIRST NATIONAL BANK, N.A.
Typed Name of Corporation 3/2/77
Date Signed

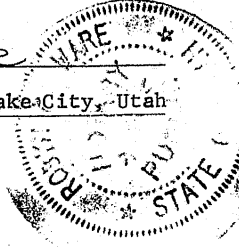
Attest: Blaine A. Gardner By Wayne S. Hintze
Title: Asst. V.P. Its: Asst. V.P.

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

On this 2nd day of March, 1977, personally appeared before me Wayne S. Hintze and Blaine A. Gardner, who being by me duly sworn, did say that they are the Sr. Vice President and Asst. Vice President respectively, of ZIONS FIRST NATIONAL BANK, N.A., a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires:
January 5, 1981

Robert P. Ware
Notary Public
Residing at: Salt Lake City, Utah



BOOK 4473 PAGE 1381

REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

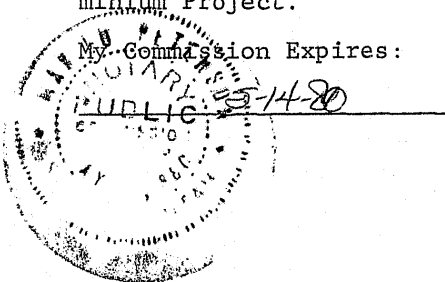
THE UNDERSIGNED PARTY, KAY M. LEWIS, Attorney at Law, is the Trustee under a certain Deed of Trust affecting the Unit contained within the Capstone Condominium Project which is designated as Unit Number 216. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time he signed this instrument he had before him a complete copy of the Revised Declaration.

Kay M. Lewis
Kay M. Lewis

3-9-77
Date Signed

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 9th day of March, 1977, personally appeared before me KAY M. LEWIS, Attorney at Law, who duly acknowledged to me that he executed the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project."



Marilyn Peterson
Notary Public
Residing at: *Salt Lake City*

BOOK 4473 PAGE 1382

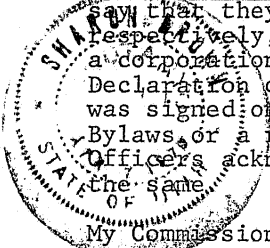
REFERENCE IS MADE to the foregoing 45-page "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" (hereinafter the "Revised Declaration"), consisting of an introductory identification of four condominium instruments currently appearing of record in Salt Lake County, Utah, Article I ("Purpose and Effectuation of Revision and Restatement" -- 7 Sections), Article II ("Definitions" -- 20 Sections), Article III ("Submission"), Article IV ("Covenants, Conditions, and Restrictions" -- 46 Sections), Exhibit "A" (furnishing information concerning the 26 Units which initially are included in the Project), and Exhibit "B" (containing the legal description of the Tract of real property which initially is included in the Project). It is recognized that, under Article I, Section 4 thereof, the Revised Declaration completely extinguishes, supersedes, and replaces the two instruments identified as items 1 and 2 at the outset of the Revised Declaration. The Revised Declaration is hereby incorporated by reference.

THE UNDERSIGNED PARTY, MURRAY FIRST THRIFT & LOAN COMPANY, a corporation, is the [] Trustee and/or [X] Beneficiary under (a) certain Deed(s) of Trust affecting the Unit(s) contained within the Capstone Condominium Project which is (are) designated as Unit Number(s): 216. The undersigned hereby consents to and joins in the Revised Declaration and hereby acknowledges that at the time it signed this instrument it had before it a complete copy of the Revised Declaration.

MURRAY FIRST THRIFT & LOAN COMPANY 3/11/77
Typed Name of Corporation Date Signed
Attest: Sharon Brown By Bruce L. Morser
Title: Sec Its Senior V.P.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On this 11th day of March, 1977, personally appeared before me Bruce L. Morser and Sharon G. Christensen, who being by me duly sworn, did say that they are the Sec. Vice Pres. and Secretary, respectively, of MURRAY FIRST THRIFT & LOAN COMPANY, a corporation, and that the foregoing "Revised and Restated Declaration of Condominium of the Capstone Condominium Project" was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said officers acknowledged to me that said corporation executed the same.



My Commission Expires:
April 7, 1979

Sharon Brown
Notary Public
Residing at: Laurel, Utah

BOOK 473 PAGE 1383