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AMENDED AND RESTATED
CONDOMINIUM DECLARATION
FOR
AMCAN CONDOMINIUM
A UTAH CONDOMINIUM PROJECT

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EXHIBIT "E" – RECORD OF SURVEY OR MAP FILED ON AUGUST __, 2023

EXHIBIT "F" – AMENDED AND RESTATED BYLAWS OF THE ASSOCIATION

**AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
AMCAN CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT**

THIS AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR AMCAN CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT (hereinafter referred to as "Declaration") is made and dated this September ____, 2023, by Amcan Condominium Owners Association, Inc, a Utah non-profit corporation (hereinafter referred to as "Association").

RECITALS

WHEREAS, the Condominium Declaration for Amcan Condominiums, a Utah Condominium Project was recorded on March 30, 2007, in the official records of Weber County, State of Utah as entry number 2252602 (the "Original Declaration"), which was amended by that certain First Amendment to Condominium Declaration for Amcan Condominiums, a Utah condominium project recorded in the official records of Weber County, State of Utah, on September 25, 2007, as entry number 2294157, and subsequently recorded again on November 14, 2007, as entry number 2304527 (the "First Amendment"); and further amended by that certain First Amendment to Condominium Declaration (sic) recorded on November 19, 2007, as entry number 2305565 (the "Second Amendment"); and further amended by that certain Third Amendment to Condominium Declaration for Amcan Condominiums, a Utah condominium project recorded in the official records of Weber County, State of Utah, on March 31, 2009, as entry number 2401209 (the "Third Amendment"); and further amended by that certain Fourth Amendment to Condominium Declaration for Amcan Condominiums, a Utah condominium project recorded in the official records of Weber County, State of Utah, on March 31, 2009, as entry number 2401210 (the "Fourth Amendment"); and further amended by that certain Fifth Amendment to Condominium Declaration for Amcan Condominiums, a Utah condominium project recorded in the official records of Weber County, State of Utah, on May 10, 2018, as entry number 2919822 (the "Fifth Amendment") (the Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, is referred to herein as the "Declaration"); and

WHEREAS, the Association was formed by the filing of Articles of Incorporation with the Utah Department of Commerce, Division of Corporations and Commercial Code on July 23, 2009; and

WHEREAS, the Management Committee of the Association proposed and approved additional amendments, and this Amended and Restated Condominium Declaration.

NOW THEREFORE, the Association does hereby amend and restate the Declaration for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall

be covenants running with the Project and binding on all existing and future owners, and all others having an interest in the Project or occupying or using the Property.

ARTICLE I - SUBMISSION

The Association represents all Owners in fee simple of the Tract particularly described in Exhibit "A" annexed hereto, located in Weber County, Utah, (hereinafter the "Tract"), and hereby submits the Tract, together with the buildings, all improvements, all easements, rights and appurtenances thereunto belonging to the provisions of the Act and this Declaration, to be known as AMCAN CONDOMINIUMS. The project is described as AMCAN CONDOMINIUMS on the successive Record of Survey Maps recorded on: (a) March 30, 2007, as Entry No. 2252601, (b) May 16, 2008, as Entry No. 2342094; (c) May 10, 2018, as Entry No. 2919820; and (e) September ____, 2023, as Entry No. _____ (collectively, the "Survey Map").

ARTICLE II - DEFINITIONS

When used in the Declaration and in the Bylaws, which are made a part of this Declaration and are attached to the Original Declaration as Exhibit "G," 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.

1. Act shall mean and refer to the Condominium Ownership Act (Sections 57-8-1 through 57-8-36, Utah Code Annotated, 1953), as the same may be amended from time to time.
2. Association shall mean the Amcan Condominium Owners Association, Inc., and shall refer to all of the Unit and Sub-unit Owners acting as a group in accordance with the Declaration. If a Unit has been divided into Sub-units, the person designated by a majority of the Sub-unit owners shall represent the Unit in the Association.
3. Common Areas and Facilities and Common Areas shall mean and refer to, and include:
 - a. The real property and interests in real property which this Declaration submits to the terms of the Act.
 - b. All Common Areas and Facilities designated as such in the Survey Map.
 - c. All Limited Common Areas and Facilities designated as such in the Survey Map.
 - d. All foundations, columns, girders, beams, supports, perimeter walls, roofs, and any entrances and exits which are designated for the use of more than one Unit, parking spaces, access roads, driveways, walkways, pedestrian sidewalks, landscape and planting areas, fences, street lights, and other common facilities.

e. All apparatus, installations, and facilities included within the Project and existing for common use.

f. All portions of the Project not specifically included within individual Units.

g. All Common Areas as defined in the Act, whether or not enumerated herein.

4. 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 for the operation of the Project, and such Rules and Regulations as the Management Committee may, from time to time, make and adopt. By the way of illustration but not limitation, Common Expense shall include:

a. Expense of administration, maintenance, operation, repair, or replacement of those elements of the Common Areas that must be replaced on a periodic basis, and to other reserves as may, from time to time, be established pursuant to the Declaration;

b. Expenses agreed upon by the Association and lawfully assessed against the Owners in accordance with the Declaration;

c. Expenses declared Common Expenses by the provisions of the Act, this Declaration or the By-Laws; and

d. Any valid charge against the Project as a whole.

5. Common Profits shall mean and refer to the balance of the income, rents, profits, and revenues from the Common Areas remaining after deducting the Common Expenses.

6. Condominium Unit and Unit shall mean and refer to, and include:

a. A separate physical part of the Property consisting of a building and intended for independent use containing rooms or space located within the building situated on the Unit. Units are shown in the Survey Map by labeling, and generally include all interior and exterior structural elements.

b. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designed to serve only one Unit, such as appliances, electrical receptacles and outlets, air-conditioning compressors and other air-conditioning apparatus, fixtures and the like.

c. The upper and lower (horizontal) boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical (parametric) boundaries:

i. Upper boundary: the horizontal plane of the outside membrane of the roof structure;

ii. Lower boundary: the horizontal plane of the outside surface of the slab or other structural flooring, including, footings and foundations located below the grade of the slab or flooring.

d. The vertical (parametric) boundary of a Unit shall be the vertical plane which includes the outside surface of all walls bounding the Unit extended to the outside intersection corners with each other and with the upper and lower boundaries, including the complete structural component of the foundation walls located below grade but above the slab or flooring; provided, however, if the Unit is adjacent to another Unit on one or more sides and the Units share a Party Wall, then the vertical boundary of the Unit shall extend to the centerline of the Party Wall extended to the upper and lower boundaries.

7. Condominium Project and Project shall mean and refer to the AMCAN CONDOMINIUM Project.

8. Condominium Sub-unit and Sub-unit shall mean and refer to, and include:

a. A separate physical part of a Unit intended for independent use containing rooms or space located within the building situated on the Unit. Units are shown in the Survey Map by single cross-hatching, and generally include all interior and exterior structural elements.

b. Each Sub-unit is separately identified, and no Sub-unit bears the same designation as any other Sub-unit. Generally, each Sub-unit is identified on the Record of Survey by a designation as to which Unit it is located within and a letter associated with the Unit number (e.g., the Sub-units in Unit 2 would be identified as Unit 2A, Unit 2B, and so on and so forth).

b. The size and location of each Sub-unit are shown on the Record of Survey

c. The dimensions of each Sub-unit are shown on the typical Sub-unit floor plans set forth on the Record of Survey.

d. Each Sub-unit shall include that part of the Unit that lies within the following boundaries:

i. Upper and Lower Boundaries: The upper and lower boundaries of the Sub-unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

A. Upper Boundaries: The horizontal plane of the unfinished lower surface of the ceiling of the Sub-unit.

B. Lower Boundaries: The horizontal plane of the unfinished upper surface of the concrete floor of the Sub-unit.

C. Perimetrical Boundaries. The parametrical boundaries of the Sub-unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Sub-unit as shown on the Record of Survey, extended to their planar intersections with each other and with the upper and lower boundaries.

D. Interior Walls. No part of the non-structural interior partition walls within a Sub-unit shall be considered part of the boundary of a Sub-unit.

E. Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the parametrical boundaries shall extend to the interior unfinished surfaces of such apertures, and their frameworks thereof. Exterior surfaces made of glass or other transparent material and all interior framings, casings and hardware therefore, shall be included in the Sub-unit.

F. Excluded from Sub-units. Any pipes, wires, conduits, or other utilities running through the interior walls of a Sub-unit, which serve more than one (1) Sub-unit, although within a Sub-unit's boundaries, shall be common elements. In cases not specifically covered in this Section 8, or in any case of conflict or ambiguity, the Survey shall control in determining the boundaries of a Sub-unit.

9. Declaration shall mean and refer to this instrument, as the same may be amended from time to time.

10. Declarant shall mean and refer to Amcan Properties, LLC, a Utah limited liability company, its successors and assigns.

11. Limited Common Area and Facilities and Limited Common Areas shall mean and refer to those Common Areas designated herein and in the Survey Map as reserved for the use of a certain Unit or Units, to the exclusion of other Units or Sub-units; or certain Sub-unit or Sub-units, to the exclusion of other Sub-units or Units (in each case as may be applicable).

12. Majority of Owners shall mean and refer to the Owners of the Units to which more than fifty percent (50%) of the votes in the Association appertain. As to any Unit that has been converted into Sub-units, matters shall be decided by a majority of Sub-unit Owners. A majority of the Owners of the Sub-units shall mean and refer to the Owners of the Sub-units to which more than fifty percent (50%) of the votes in the Unit within the Association appertain.

13. Management Committee shall mean and refer to the Management Committee of AMCAN CONDOMINIUMS Project as it exists at any given time.

14. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered, including any Sub-unit. First mortgage shall refer to a mortgage which has a lien position prior to any other mortgage.

15. Mortgagee shall mean and refer to any person named as a Mortgagee or beneficiary under (or holder of) a deed of trust.

16. Owner shall mean and refer to the owner of the fee in a Unit or a Sub-unit and Percentage Interest in the Common Areas which are appurtenant thereto, as the context may require.

17. Percentage Interest means and refers to the percentage undivided interest of each Unit or Sub-unit in the Common Areas as set forth in Article III, Paragraph 5.

18. Property shall mean and refer to the Tract of land in Exhibit "A," together with (a) the buildings, all improvements and the structures thereon, (b) all easements, rights and appurtenances belonging thereto, and (c) all articles of personal property intended for use in connection therewith.

19. Record of Survey Map and Survey Map shall mean and refer to the successive Record of Survey Maps filed on: (a) March 30, 2007, consisting of three (3) sheets, and prepared and certified by Steve A. Porter, a Professional Utah Land Surveyor having Certificate No. 376071, a copy of which is attached hereto as Exhibit "B"; (b) May 16, 2008, consisting of two (2) sheets, and prepared and certified by Steven Quilter, a Professional Utah Land Surveyor having Certificate No. 175768, a copy of which is attached hereto as Exhibit "C"; (c) May 10, 2018, consisting of one (1) sheet, and prepared and certified by Trevor J. Hatch, a Professional Utah Land Surveyor having Certificate No. 9031945, a copy of which is attached hereto as Exhibit "D"; and (d) September ___, 2023, consisting of three (3) sheets, and prepared and certified by Klint H. Whitney, a Professional Utah Land Surveyor having Certificate No. 8227228, a copy of which is attached hereto as Exhibit "E."

20. Rules and Regulations means those rules and regulations adopted from time to time by the Management Committee that are deemed necessary for the enjoyment of the Project, provided they are not in conflict with the Act or Declaration.

21. Sub-unit Number shall mean and refer to the number which designates a Sub-unit in the Survey Map attached as Exhibit "E."

22. Sub-unit Owner shall mean and refer to the owner of the fee in a Sub-unit and Percentage Interest in the Common Areas which are appurtenant thereto. In the event a Sub-unit is the subject of an executory contract of sale, the contract purchaser shall, upon notice to the Management Committee by the Purchaser (unless the seller and purchaser have otherwise agreed and have informed the Management Committee in writing of such agreement) be considered the Sub-unit Owner for purposes of voting and Association membership.

23. Tract shall mean and refer to the real property hereby submitted to the Project as identified on Exhibit "A" of this Declaration.

24. Unit Number shall mean and refer to the number which designates a Unit in the Survey Map attached as Exhibit "E."

25. Unit Owner shall mean and refer to (a) the owner of the fee in a Unit or (b), if a Unit has been divided into Sub-units, the person designated by a majority of the Sub-unit owners. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, upon notice to the Management Committee by the Purchaser (unless the seller and purchaser have otherwise agreed and have informed the Management Committee in writing of such agreement) be considered the Unit Owner for purposes of voting and Association membership.

ARTICLE III - COVENANTS, CONDITIONS, AND RESTRICTIONS

The submission of the Tract to the provisions of the Act 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 on the property described in Exhibit "A" annexed hereto, and all such improvements are described on the Survey Map. The Survey Map indicates the number of stories, the number of Units and/or Sub-units which are contained in the Buildings which comprise a part of such improvements, the dimensions of the Units and Sub-units, the recreational areas and facilities, if any, and all other Common Areas thereof. The Project does now (or will) consist of a total of seven (7) Units, with Unit 2 having fourteen (14) Sub-units contained within one of the Units. The improvements on the Project have been placed on the national historic register. Each Owner agrees that by acquiring a Unit or a Sub-unit, the Owner acknowledges the value of such historic registration to the Project. Accordingly, in the event any Owner makes any material change, modification, construction, reconstruction, remodel or other alteration to such Owner's Unit or Sub-unit, such change, modification, construction, reconstruction, remodel or other alteration shall (i) be approved in advance in writing by the Management Committee; and (ii) at all times be completed in such a way as to preserve the historical significance, status and registration of the improvements in the Project.

2. Description of Legal Status of Units/Sub-units. The Survey Map shows the Unit, Sub-unit and Building designations, their locations, dimensions from which the area may be determined, those Limited Common Areas which are reserved for their use, and the Common Areas to which they have immediate access. All Units and Sub-units are commercial spaces. All Units and Sub-units shall be capable of being independently owned, encumbered, and conveyed.

3. Contents of Survey Map Exhibits.

a. The exhibits to this Declaration that are the Survey Map, furnishes information with respect to the Building, each Unit and/or Sub-unit, including, without limitation, the square footage of each Unit or Sub-unit.

b. With respect to Percentage Interest of each Unit or Sub-unit, to avoid a perpetual series of digits and to obtain a total of one hundred percent (100%), the Percentage Interest for each Unit or Sub-unit has been carried to the hundredth place and last digit has been adjusted and rounded up or down to a value that is most nearly correct.

4. Common and Limited Common Areas.

a. The Common Areas contained in the Project are described and identified in Article II of this Declaration. Neither the Percentage Interest nor the right of Exclusive use of Limited Common Area shall be separated from the Unit or Sub-unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, the Percentage Interest and such right of exclusive use shall automatically accompany transfer of the Unit or Sub-unit to which they relate. Each Owner shall, at its own cost, keep the Limited Common Areas designed for exclusive use in connection with the Unit or Sub-unit in a clean, sanitary and attractive condition at all times.

b. The use of the Common Areas shall be limited to Owners and their tenants, and to Owner's or tenant's guests, invitees and licensees. The use of the Common Areas and Limited Common Areas shall be governed by this Declaration (as the same may be amended from time-to-time) and the Rules and Regulations as initially established by the Declarant and as adopted and amended from time to time by the Association.

5. Computation of Percentage Interests.

a. Units. Each Unit in the Project shall include an undivided interest in the Common Areas and Facilities appurtenant to the Units. The proportionate share of the Unit Owners in the Common Areas of the Project is based on the square footage that each of the Units bear to the total square footage of all Units. The proportionate ownership in the Common Areas shall be for all purposes, including, but not limited to, participation in Common Profits, and assessments for Common Expenses.

b. Sub-units. Each Sub-unit in a Unit shall include an undivided interest in the Common Areas and Facilities appurtenant to the Sub-units within and appurtenant to the Unit. The proportionate share of the Sub-unit Owners in the Common Areas of the Unit is based on the square footage that each of the Sub-units in the Unit bear to the total square footage of all Sub-units in the Unit. The proportionate ownership in the Common Areas shall be for all purposes, including, but not limited to, participation in Common Profits, and assessments for Common Expenses.

6. Maintenance. Each Owner shall at the Owner's own cost and expense, maintain, repair, paint, repaint, tile, wallpaper or otherwise refinish and decorate the interior surface of the walls, ceilings, floors, windows and doors forming the boundaries and within the boundaries of such Owner's Unit or Sub-unit. In addition to decoration and keeping the interior of an Owner's Unit or Sub-unit in good repair and in a clean and sanitary condition, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, and lighting fixtures that may be in or connected with the Owner's Unit or Sub-unit. Each Unit and Sub-unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value of any other Unit or Sub-unit.

7. Common Area Maintenance. The Management Committee, as part of the Common Expenses shall maintain and repair the Common Areas.

8. Party Walls

a. Each wall that is built as a part of the original construction of the Units upon the Property and placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto; provided, however, that the structural elements of the party wall shall be equally divided between the Owners of the appurtenant to the party wall, with the ownership of each of the adjacent Unit Owners extending to the midsection of the party wall in common with such Units.

b. To the extent a Unit that shares a party wall, a common roof, a common exterior back wall, or a common exterior front wall, with an adjacent Unit, the Owners acknowledge that certain repairs or maintenance to the roof or exterior walls of the Units may become necessary, which repairs or maintenance cannot be performed on one Unit

only, but may necessarily involve the other attached Unit. Therefore, all repairs to the roof and exterior walls of all Units will be made by the Association and charged equally to the affected Owners and/or the Owners' insurance, if applicable.

c. If a party wall or common improvement is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Association to a condition equal to or better than immediately prior to the damage and the negligent Owner or Owner at fault shall reimburse the Association for any and all costs incurred by the Association to cure the damage. Should a party wall, common roof or any part of the exterior wall(s) be damaged or destroyed by any cause other than by fault or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired by the Association to a condition equal to or better than immediately prior to the damage, equally at the expense of the affected Owners; provided that any amount received from insurance companies for such damage shall first be applied to the restoration of the affected Units.

9. Association Membership. Membership in the Association shall be mandatory, shall be appurtenant to the Unit or Sub-unit in which the Owner has the necessary interest and shall not be separated from the Unit or Sub-unit to which it appertains. The property, business and affairs of the Association shall be governed by the Management Committee as agent of the Association.

10. Easement of Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Sub-unit, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit or Sub-unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Sub-unit, an easement for such encroachments and for maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Units or Sub-units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the Tract, by error in the Survey Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

11. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or Sub-units or may be conveniently accessible only through the Units or Sub-units. The Owners of the other Units and/or Sub-units shall have the irrevocable right to be exercised by the Management Committee, as its agent, to have access to each Unit and Sub-unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Units or Sub-units. The Management Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Sub-unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit or Sub-unit at the instance of the Management Committee or of Owners shall be the responsibility of the Association; provided, that if such damage is determined to be the result of negligence of the Owner, then such Owner shall be financially responsible for all such damage, provided the Management Committee follows the procedures as outlined below.

a. Notice of Hearing. The Management Committee shall cause to be mailed, by certified mail, a Notice of Hearing, signed by a majority of the Management Committee and addressed to the Owner at the Owner's last post office address as it then appears on the records of the Management Committee. The Notice of Hearing shall include the following:

(i) Description of damage. A brief description of the damages allegedly caused by the Owner's negligence in sufficient details so as to give the Owner adequate notice of the charges against him;

(ii) Time, date and place of hearing. The Notice shall include the time, date and place of the hearing. The Hearing shall be held on a weekday, unless waived in writing by the Owner and Management Committee, and shall not be set any sooner than thirty (30) days from the date the Notice is mailed to the Owner. The matter shall be heard in the evening, between the hours of 5:00 p.m. and 8:00 p.m., or as agreed upon by the Management Committee and the Owner. The Hearing shall be held in any convenient location within Weber County; and

(iii) Objection to time or date. The Notice shall inform the Owner that Owner may object to the time and/or date of the Hearing upon a showing of a reasonable conflict. The objection shall be mailed, postage prepaid, to the Management Committee fifteen (15) days before the date of the Hearing. The objection shall also include at least three (3) dates (including times), subject to the limitations of subparagraph (ii) above, Owner can attend a Hearing.

b. Alternative Dates. The Management Committee may accept one of Owner's suggested dates, which it must then confirm in writing, by certified mail, or set a new date pursuant to the procedures of subparagraph (ii) above. If Owner has a reasonable conflict with the new date set by the Management Committee, Owner may again object to either the time or date as allowed in subparagraph (iii) above. The procedures of subparagraphs (ii) and (iii) shall be followed until a time, date and place are selected convenient to the Management Committee and Owner.

c. Representation by Counsel. Owner is entitled to representation by counsel at the Hearing with the Management Committee. If Owner chooses to be represented by counsel, Owner shall first notify the Management Committee, in writing, fifteen (15) days prior to the date of the Hearing in order to give the Management Committee the opportunity to select its own counsel to represent it at the Hearing.

d. Hearing. At the Hearing, Owner shall be given a reasonable opportunity to efficiently and succinctly present his evidence.

e. Decision. The Management Committee shall render its written decision within thirty (30) days following the date of the Hearing. The written decision shall be mailed

to the Owner at the Owner's last known address and shall be deemed a final decision in all respects.

f. Appeal of Decision. The decision may only be appealed to the District Court in and for Weber County, State of Utah, within thirty (30) days following Owner's receipt of the Management Committee's written decision. The prevailing party on appeal shall be entitled to receive from the non-prevailing party, all reasonable attorney fees and costs incurred in the appeal.

g. Collection. Amounts owing by the Owner pursuant to the decision of the Management Committee shall be collected by way of assessment against the Owner's Sub-unit.

12. Right of Ingress and Egress. Each Owner shall have the right of ingress and egress over, upon and across the Common Areas necessary for access to the Owner's Unit or Sub-unit and to the Limited Common Areas designated for use in connection with such Owner's Unit or Sub-unit, and such right shall be appurtenant to and pass with the title to each Unit or Sub-unit.

13. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Facilities Located Inside the Units and/or Sub-units; Support. Each Owner shall have an easement in common with all other Owners to use all the pipes, wires, ducts, cables, conduits, public utility lines and other Common Facilities located in any of the other Units or Sub-units and serving said Owner's Unit or Sub-unit. Each Unit or Sub-unit shall be subject to an easement in favor of the Owners of all other Units and Sub-units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Facilities serving such other Units and Sub-units and located in such Owner's Unit or Sub-unit. The Management Committee shall have a right of access to each Unit and Sub-unit to inspect the same, to remove said violations therefrom and to maintain, repair or replace the common areas contained therein or elsewhere in the buildings. Every portion of a Unit or Sub-unit that contributes to the structural support of the Building in which such Unit or Sub-unit is situated shall be burdened with an easement of structural support to the benefit of all other Units and Sub-units and the Common Areas.

14. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

15. Easement for Utility Services. There is hereby created a blanket easement upon, across, over, and under the Tract for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones, electricity, and other utility services. This blanket easement extends to Ogden City for the purpose of reading culinary water meters located with the Project.

16. Use of Units, Sub-units and Common Areas.

a. Each of the Units and Sub-units in the Project is intended to be used for commercial office, retail, educational (including charter school) or recreational (including gymnasium) use.

b. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may, by Rules and Regulations, prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units, Sub-units and Common Areas. Nothing shall be kept or stored in any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except on the prior written consent of the Management Committee.

c. Nothing shall be done or kept in any Unit, Sub-unit or in the Common Areas or any part thereof which may result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit, Sub-unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Management Committee and the Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not, under any circumstances, be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit, Sub-unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become any annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

d. No Owner shall violate the Rules and Regulations for the use of the Units, Sub-units and of the Common Areas as adopted from time to time by the Management Committee.

e. No structural alterations to any Unit shall be made by the Owner without the prior written consent of the Management Committee.

f. No recreational vehicle (boats, campers, trailers, motor homes, or similar items) shall be parked on any portion of the Common Areas except for temporary parking.

g. No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Management Committee, except:

(i) such signs as may be required by legal proceedings; and

- (ii) such signs as Declarant may erect or maintain incident to sale of Units or Sub-units.

17. Status and General Authority of Management Committee. Notwithstanding anything herein contained to the contrary, the Project shall be managed, operated, and maintained by the Management Committee exclusively as agent of the Association and any act performed by the Management Committee pursuant to this Declaration, as the same may be amended from time to time, shall be deemed to be performed by the Management Committee for and on behalf of the Association as its agent. The Management Committee shall have, and is hereby granted, the following authority and powers:

- a. The authority, without the vote or consent of the Owners, to transfer or convey utility and similar easements over, under, across, and through the Common Areas and Facilities.
- b. The authority to execute and record, on the behalf of all the Owners, any amendment to the Declaration or Survey Map which has been approved by the consent necessary to authorize such amendment.
- c. The power and authority to enforce each and every covenant, condition and restriction contained in this Declaration.
- d. The power to sue and be sued.
- e. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained.
- f. The power and authority to convey or transfer any interest in real property authorized by the Owners having an interest therein.
- g. 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.
- h. The power and authority to borrow money, provided no indebtedness for borrowed funds shall exceed at any given time the sum of Fifteen Thousand Dollars (\$15,000.00) without the prior approval of the Majority of Owners.
- i. The authority to promulgate and enforce such reasonable Rules and Regulations, and procedures as may be necessary or desirable to aid the Management 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 Owners.

j. 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 as agent for the Association.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Management 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.

18. Manager. The Management Committee may carry out any of its functions which are capable of delegation through a property manager ("Manager"). Any Manager retained for such purpose must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Owners and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any Management Agreement must be terminable for cause upon thirty (30) days notice and run for a reasonable period from one (1) to three (3) years, and be renewable by consent of the Management Committee.

19. Composition of Management Committee and Initial Selection Thereof. The Management Committee shall be composed of the Board of Directors of the Association. Any replacement of members of the Board of Directors shall be selected in accordance with the Bylaws of the Association.

20. Agreement to Pay Assessment. Each Owner of any Unit or Sub-unit by the acceptance of a deed therefor, whether or not it be expressed in the deed, or by entering into a sale and/or purchase contract, shall be deemed to covenant and agree with each other and with the Management Committee to pay to the Management Committee annual assessments made by the Management Committee for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided for in this Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner hereinafter provided.

a. Amount of Total Annual Assessments: The total annual assessments against all Units and Sub-units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates may include, among other things, expenses of management (including the Manager), grounds maintenance, taxes and special assessments, (until the Units and/or Sub-units are separately assessed as provided herein), premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto, common lighting and heating, water charges, trash collection, sewer charges, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Management Committee employees, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus

and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owner under or by reason of this Declaration.

b. Apportionment of Annual Assessments: Expenses attributed to the Common Areas and to the Project as a whole shall be apportioned among all the Owners in proportion to their respective Percentage Interests in the Common Areas.

c. Notice of Annual Assessments and Time for Payment Thereof: Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to such Owner's Unit or Sub-unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Such assessments shall be due and payable in monthly installments on the first day of each and every month of each year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date filed by the Management Committee as the date of commencement of the Project. Such assessment shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective Owner of a Unit or Sub-unit. Each monthly assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Management Committee to give timely notice of any assessment as provided herein shall not effect the liability of the Owner of a Unit or Sub-unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall be given.

d. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Management Committee may, in any assessment year, levy a special assessment, payable over such a period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be authorized by other Sections hereof. Any amounts assessed pursuant hereto shall be assessed to the Unit Owners in proportion to their respective Percentage Interests in the Common Areas. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Unit Owners and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Notwithstanding anything to the contrary herein contained, additions or capital improvements to the Project which cost no more than Fifteen Thousand Dollars (\$15,000.00) 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, be authorized by the Majority of the Unit Owners. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by vote of Unit Owners in person or by proxy of not less than sixty-seven percent

(67%) of the Percentage Interest at a meeting of the Association, special or annual, at which a quorum is present.

e. Lien for Assessments. All sums assessed to any Unit or Sub-unit pursuant to this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Unit or Sub-unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit or Sub-unit, except only for: (i) valid tax and special assessment liens on the Unit or Sub-unit in favor of any governmental assessing authority; and (ii) a lien for all sums unpaid on the first Mortgage, or on any Mortgage to Declarant, duly recorded in the Official Records of Weber County, Utah, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by a lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed hereunder, the Management Committee may prepare a written notice of the lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit or Sub-unit, and a description of the Unit or Sub-unit. Such notice shall be signed by the Management Committee and may be recorded in the Office of the County Recorder of Weber County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Management Committee in the same manner in which trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of the filing of the notice of lien and all reasonable attorney's fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Management Committee any assessments against the Unit or Sub-unit which shall become due during the period of foreclosure.

In event of foreclosure, after the institution of the action, the Owner shall pay a reasonable rental for use of the Unit or Sub-unit and the Management Committee shall, without regard to the value of the Unit or Sub-unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner hereof.

A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien. Any encumbrancer holding a lien on a Unit or Sub-unit may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

The Committee shall report to any encumbrancer of a Unit or Sub-unit any unpaid assessments remaining unpaid for thirty (30) days after the same shall become due; provided, however that such encumbrancer first shall have furnished the Management Committee written notice of such encumbrance.

f. Personal Obligation of Owner: The amount of any annual or special assessment against any Unit or Sub-unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiving the use and enjoyment of any Common Areas or by abandoning or selling the Unit or Sub-unit.

g. Statement of Account: Upon payment of a reasonable fee or such other amount as may in the future be allowed by the Act, and upon written request of any Owner or Mortgagee, prospective Mortgagee or prospective purchaser of a Unit or Sub-unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit or Sub-unit; the amount of the current yearly assessment and the date that such assessment becomes or has become due; credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Management Committee in favor of person who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such a request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Sub-unit.

h. Personal Liability of Purchaser for Assessment: Subject to the provisions of subparagraph (g) a purchaser of a Unit or Sub-unit shall be jointly and severally liable with the seller for all unpaid assessments against the Sub-unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

21. Insurance. The Management Committee shall secure in the name of and with the proceeds payable to the Association, and at all times maintain, the following insurance coverage:

a. A multi-peril policy or policies of fire and casualty insurance, with extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement costs) for all buildings, improvements and fixtures of the

Common Areas and Limited Common Areas and all portions of all structural portions of Units and Sub-units from the outside into and including, but not limited to, unfinished walls (but not sheetrock or other wall coverings) and uncovered sub-flooring, including all concrete foundations. Each such policy shall contain the standard mortgage clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear. The insured shall be the Association.

b. A comprehensive policy of public liability insurance insuring the Association, the Management Committee, the Manager, and the Owners against any liability incident to ownership, use or operation of the Common Areas and public ways of the Project or of any Unit or Sub-unit which may arise among themselves, to the public or to any invitees or tenants of the Project or of the Sub-unit Owners. Limits of liability under such insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, for personal property injury and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent act of the Association or other Owners. The scope of the coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

c. The Association shall maintain fidelity coverage to protect against dishonest acts on the part of Management Committee Members, Manager, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which in no event shall be less than one and one-half times the insured's estimated annual operating expenses and revenues. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers.

The following additional provisions shall apply with respect to insurance:

(i) In addition to the insurance and bond coverage described above, the Management Committee shall secure and at all times maintain insurance against such risks as are, or hereafter may be, customarily insured against in connection with all condominium projects similar to the Project in construction, nature or use.

(ii) With respect to any policy in which the Declarant is the borrower/mortgagor, each hazard insurance policy shall be written by a company holding a financial rating of Class VI or better from Best's Insurance Reports. Each insurer must be specifically licensed to transact business within the State of Utah. Policies are unacceptable where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against Declarant (as borrower/mortgagor), or its designee; or (ii) by the terms of the carrier's charter, by-laws or policy loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses

(other than insurance conditions) which could prevent Declarant, or the borrower from collecting the insurance proceeds.

(iii) The Management Committee shall have the authority to adjust losses.

(iv) Insurance secured and maintained by the Management Committee shall not be brought into contribution with insurance held by an Owner or its Mortgagee.

(v) Each policy of insurance obtained by the Management Committee shall provide:

(1) a standard mortgagee clause commonly accepted by private institutional mortgage investors in the Area in which the Project is located;

(2) a waiver (if available) of the insurer's subrogation rights with respect to the Management Committee, the Manager, the Owners, and their respective servants, agents and guests;

(3) that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or group of Owners;

(4) that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, office or employee of the Management Committee or the Manager without a prior written demand that the defect be cured;

(5) that any "no other insurance clause" therein shall not apply with respect to insurance held individually by the Owners;

(6) and that a mortgage clause endorsement which must provide that the insurance carrier shall notify the first Mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

f. Each Owner shall insure all floor coverings, wall coverings and finishes, window coverings and glass, attics and fixtures (including, but not limited to, cabinets), and is encouraged to insure the contents and personal property to be located in such Owner's Unit or Sub-unit or otherwise owned by Owner, against loss or damage by fire or by any other casualty, under the standard form of extended endorsement and broad form now in use in the State of Utah or under such other insurance as may be required by any Mortgagee of the Unit or Sub-unit. All insurance for floor coverings, wall coverings or finishes, window coverings and glass, attics and fixtures (including, but not limited to, cabinets), shall be for the full replacement value of the property being insured. Each Owner shall, within thirty (30) days after the recordation of the conveyance of the Unit or Sub-unit to said Owner, and thereafter

at least ten (10) days prior to the expiration, termination, cancellation or modification of any existing policy, furnish to the Association duplicate copies of policies or certificates thereof, showing that the insurance required in this part is currently in force certified by the insurance company or by its duly authorized agent. All such policies shall contain a provision that the same shall not be cancelled or terminated except upon at least thirty (30) days written notice to the Association. In the event of any insurance claim for the repair or replacement of any property in which the claim pertains to only one (1) Unit or one (1) Sub-unit, the Owner of that Unit or Sub-unit shall be responsible for and shall pay any and all deductibles on such claims, notwithstanding, and even in the event that the claim is made against insurance obtained and provided by the Association pursuant to Section 21.a. above. Furthermore, the Owner shall name the Association as an additional insured on the insurance policy(ies) required hereunder.

22. Damage to Project. In the event of damage of or destruction of part of all of the improvements in the Project, the following procedures shall apply:

a. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damage or destroyed improvements, such repair or reconstruction shall be carried out.

b. If less than seventy-five percent (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all Owners shall be assessed for any deficiency on the basis of their respective Percentage Interest.

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

Any reconstruction or repair which is required to be carried out by this Paragraph 22 regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision by any two such appraisers shall be conclusive.

23. Amendment. The vote of at least sixty-seven percent (67%) of the Percentage Interest of the Owners in person or represented by proxy at a meeting of the Association at which a quorum is present shall be required to amend the Declaration, Survey Map, or other enabling documentation.

Any such amendments so authorized by the Owners shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument, the Management Committee shall certify that the vote of the Owners as required by this Paragraph for amendment have been obtained. The foregoing right of amendment shall be subject to the following: Notwithstanding anything to the contrary contained in the Declaration, neither the insurance provisions of Paragraph 21 nor the maximum/minimum Percentage interest in the Common Areas provision shall be amended without the written approval of all institutional first Mortgagees. Furthermore, notwithstanding anything contained in the Declaration to the contrary, no decision to terminate the use of the Property as a condominium project shall be effective without the affirmative vote of one hundred percent (100%) of the Owners in person or represented by proxy at a meeting of the Association.

24. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirements may be fully satisfied by obtaining with or without a meeting, consents in writing to such transaction from Owners who collectively hold at least the necessary percentage of undivided ownership interest.

25. Eminent Domain. Whenever all or part of the Common Areas shall be taken, injured, or destroyed as a result of the exercise of eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each Owner's interest therein. After such determination each Owner shall be entitled to a share in the damages in the same portion as such Owner's Percentage Interest in the Common Areas.

26. Service of Process. Blain H. Johnson, whose address is 2036 Lincoln Avenue, Suite 102B, Ogden, Utah 84401, is the person to receive service of process in cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor substitute process agent. Such successors or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Weber County, State of Utah.

27. Duty of Owner to Pay Taxes on Unit or Sub-unit. It is understood that under the Act, each Unit or Sub-unit (and its Percentage Interest in the Common Areas) in the Project is subject to a separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof, no taxes will be assessed or levied against the Project as such, except for certain personal properties thereof. Accordingly, each Owner will pay and discharge any and all taxes and assessments which may be assessed against it or its Unit or Sub-unit.

28. Covenant to Run With Land; Compliance. 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 the Declarant and all parties who hereafter acquire any interest in a Sub-unit, in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit or Sub-unit shall comply with, and all interests in all Units and Sub-units shall be subject to, the terms

of the Act, terms of this Declaration and the provisions of any rules, regulations, agreements, instrument, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee on behalf of Owners, or, in a proper case, by an aggrieved Owner. By acquiring any interest in a Unit, Sub-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.

29. Information Regarding Transferee of Sub-unit. Any Owner who sells, leases, or otherwise disposes of its Unit or Sub-unit shall submit to the Management committee pertinent information regarding the transferee or new occupant within one week of any transfer of title or possession on a form furnished by the Management Committee.

30. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Owners against all costs, expenses and fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Management Committee. This Indemnification shall not extend to nor cover actions on the part of any member of the Management Committee who intentionally or knowingly violates local, state or federal laws or who clearly acts in bad faith.

31. Expansion of the Project.

a. Reservation of Right to Expand. The Property is all of the land upon which the Units, Sub-units (including Limited Common Areas) and the Common Areas shall be developed. However, Declarant contemplates that it may develop and construct additional Sub-units in the Project on any portion or on all of the land of the Property ("Expansion Sub-units"). Accordingly, Declarant hereby reserves the right to expand the Property to include the Expansion Units and/or Sub-units (up to a maximum of 100 additional Units and/or Sub-units combined), which may affect the current Common Areas and include additional or revised Common Areas to be constructed. Upon completion of each portion of expansion of the Property, each Owner's percentage of ownership of the Common Areas will be changed by the Management Committee, based on the Computation of Percentage Interest of Article III, Paragraph 5, and as contained in Exhibit "B" attached hereto. The initial interest of an Owner in the Common Areas shall be the percentage for the Units and/or Sub-units in prior to expansion. The expanded Property will be managed, treated and governed as a condominium project without regard to phases.

b. Right of Declarant to Adjust Percentages of Common Areas. Each deed of a Unit or Sub-unit (as the case may be) shall be deemed to irrevocably reserve to the Declarant the power to appoint to Owners, from time to time, the percentage in the Common Areas set forth in the Amendment to the Declaration. A power coupled with an interest is hereby reserved to Declarant, its successors and assigns, as attorney-in-fact to shift percentages of the Common Areas in accordance with said notices and each deed of a Unit or Sub-unit in the Property shall be deemed a grant of such power to said attorney-in-fact. Various provisions of this Declaration and deeds and mortgages of the Units and/or Sub-units may contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall

invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the percentages of ownership of the Common Areas can be accomplished. In periodically adjusting and recomputing the undivided ownership interest appurtenant to the Sub-units then in the Property, Declarant shall recompute the Common Area percentages among the Units and Sub-units by calculating the square footage that each of the Units and/or Sub-units bears to the total square footage of all Units and/or Sub-units in the Property.

c. 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, either the submission of any portion of the Expansion Units or Sub-units to Condominium Ownership or the creation, construction or addition to the Property, of any future phase or phases. Unless and until there is recorded with respect to a portion of the Expansion Units or Sub-units an Amendment to this Declaration in which Declarant specifically expresses its intention that said portion constitutes a phase of the Property, such portion shall in no way be burdened or affected by any of the provisions of this instrument, and Declarant may deal with such portion in any lawful manner.

d. No Owners Consent Required. The Management Committee may expand the Property according to the terms of this Declaration without the consent of any Unit Owners other than the Unit which is the subject of expansion.

e. Future Phases. If future phases are added to the Property, such phases may be added at different times, without limitation, (i) as to which Expansion Units and/or Sub-units are added to the Property, (ii) as to the boundaries of the land to be added, if any, (iii) as to the locations of any improvements that may be made on any portions of the Expansion Units or Sub-units, and (iv) as to the order in which future phases are added to the Property.

f. Improvements Upon Project. Any and all improvements constituting Expansion Units or Sub-units shall be consistent with the improvements in terms of quality of construction as that in the existing Property. Other than the foregoing assurance, neither Declarant nor the Management Committee gives any other assurances with respect to the type of improvements, Units, Sub-units, common areas and facilities, and limited common areas to be built, if any, as Expansion Units or Sub-units.

32. Invalidity. the invalidity of any provisions of this Declaration, or any portion thereof, shall not be deemed to impair or affect in manner the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

33. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

34. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context to requires.

35. Headings. The headings appearing at the beginning of the paragraphs of this declaration are only for convenience of reference and are not intended to describe, interpret, define, limit, extend, or other affect the content, meaning, or intent of this Declaration or any paragraph or provisions hereof.

36. Conflicts. This Declaration is set forth to comply with the requirements of the Act. In event of any conflict between this Declaration and the provision of the Act, the provisions of the latter shall control.

37. Effective Date. This Declaration shall take effect upon recording in the Office of the County Recorder of Weber County, Utah.

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES AND
ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES.***

OWNERS:

AMCAN PROPERTIES, LLC, a Utah
limited liability company

By: _____
Jon Peddie, Manager

ROCKY HOLDINGS, LLC, a Utah limited
liability company

By: _____
Dustin Buckthal, Manager

DAVINCI ACADEMY OF SCIENCE AND

ASSOCIATION:

AMCAN CONDOMINIUM ASSOCIATION,
INC, a Utah non-profit corporation

By: _____
Jon Peddie, President

ARTS, a Utah non-profit corporation

By: _____
Fred Donaldson, Executive
Administrator

2032 LINCOLN, LLC, a Utah limited
liability company

By: _____
Dan J. VanZeben, Manager

OWNERS:

AMCAN PROPERTIES, LLC, a Utah limited liability company

By: _____
Jon Peddie, Manager

ROCKY HOLDINGS, LLC, a Utah limited liability company


By: _____
Dustin Buckthal, Manager

DAVINCI ACADEMY OF SCIENCE AND ASSOCIATION:

AMCAN CONDOMINIUM ASSOCIATION, INC, a Utah non-profit corporation

By: _____
Jon Peddie, President

ARTS, a Utah non-profit corporation

By: 
Fred Donaldson, Executive Administrator

2032 LINCOLN, LLC, a Utah limited liability company

By: 
Dan J. VanZeben, Manager

OWNERS:

AMCAN PROPERTIES, LLC, a Utah limited liability company

By: _____
Jon Peddie, Manager

ROCKY HOLDINGS, LLC, a Utah limited liability company

By:  _____
Dustin Buckthal, Manager

DAVINCI ACADEMY OF SCIENCE AND ASSOCIATION:

AMCAN CONDOMINIUM ASSOCIATION, INC, a Utah non-profit corporation

By: _____
Jon Peddie, President

ARTS, a Utah non-profit corporation

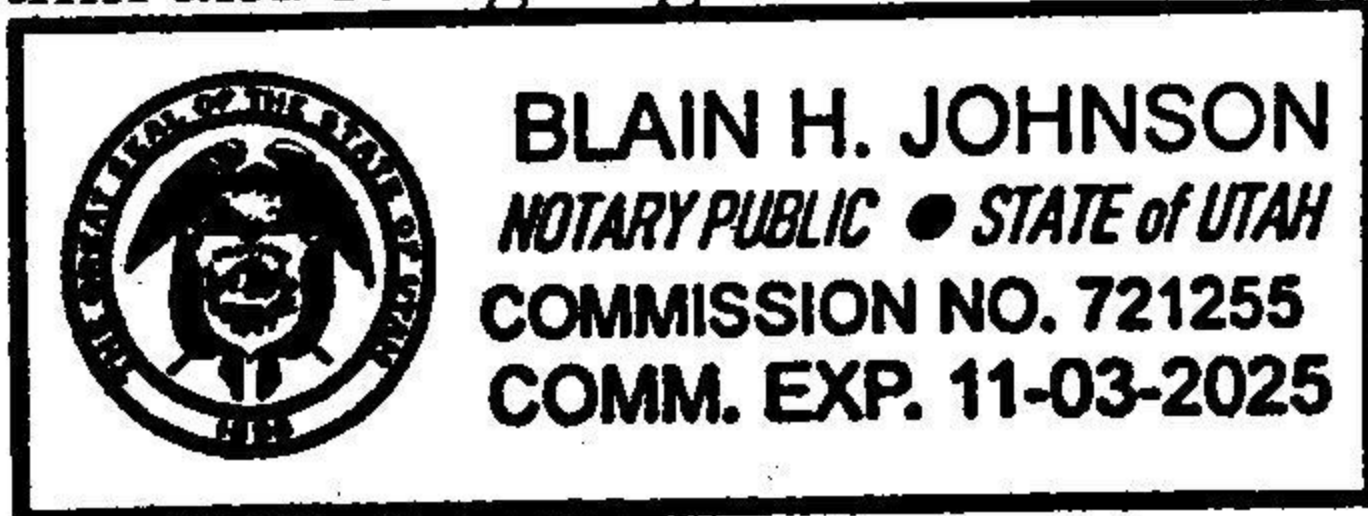
By: _____
Fred Donaldson, Executive Administrator

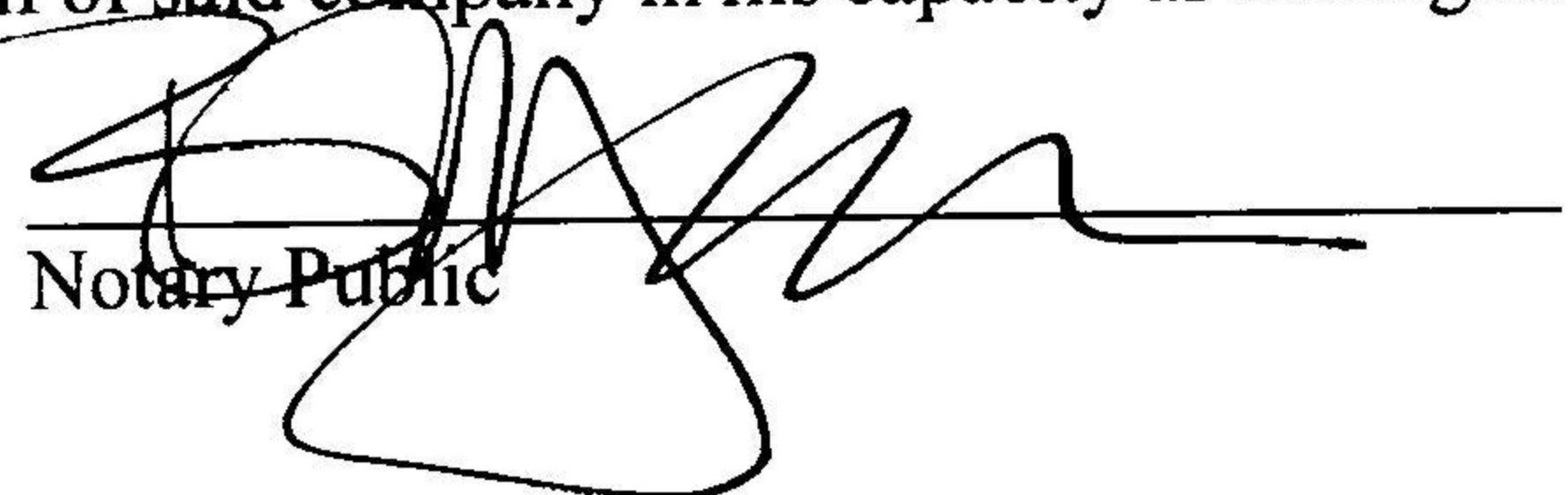
2032 LINCOLN, LLC, a Utah limited liability company

By: _____
Dan J. VanZeben, Manager

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On Sept. 14, 2023, personally appeared before me, Jon Peddie who, duly sworn, did say that he is the Manager of Amcan Properties, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his capacity as Manager.




Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

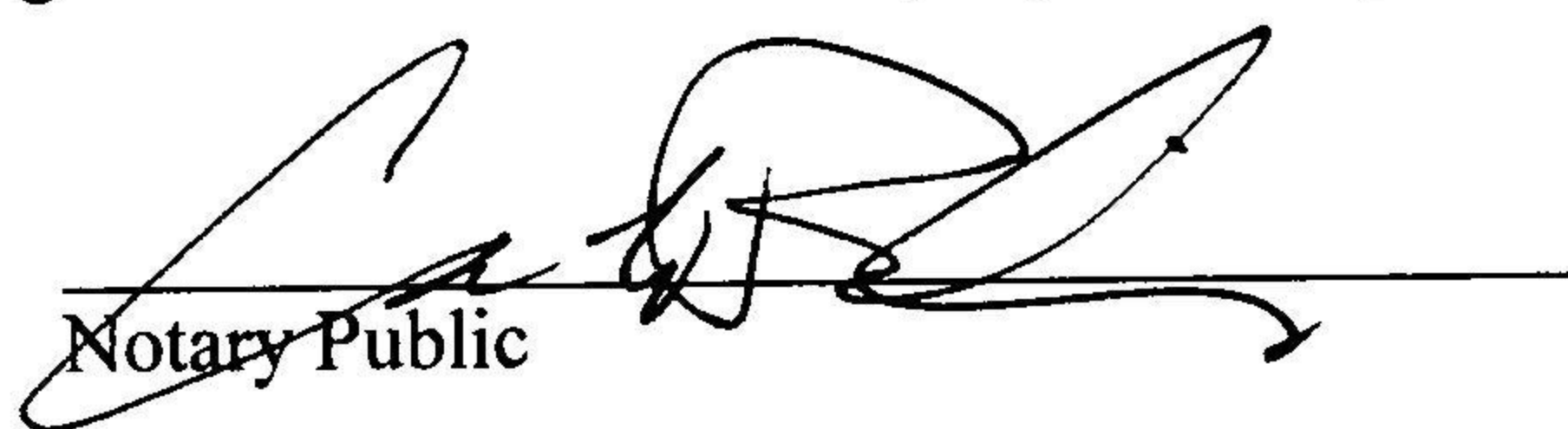
On _____, 2023, personally appeared before me, Dustin Buckthal duly sworn, did say that he is the Manager of Rocky Holdings, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his capacity as Manager.

Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On Sept. 14, 2023, personally appeared before me, Fred Donaldson, duly sworn, did say that he is the President of DaVinci Academy Of Science and Arts, a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of said company in his capacity as President.




Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On Sept 11, 2023, personally appeared before me, Dan J. VanZeben duly sworn, did say that he is the Manager of 2032 Lincoln, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his capacity as Manager.



[Signature]
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On _____, 2023, personally appeared before me, Jon Peddie who, duly sworn, did say that he is the President of Amcan Condominium Association, Inc., a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of said company in his capacity as President.

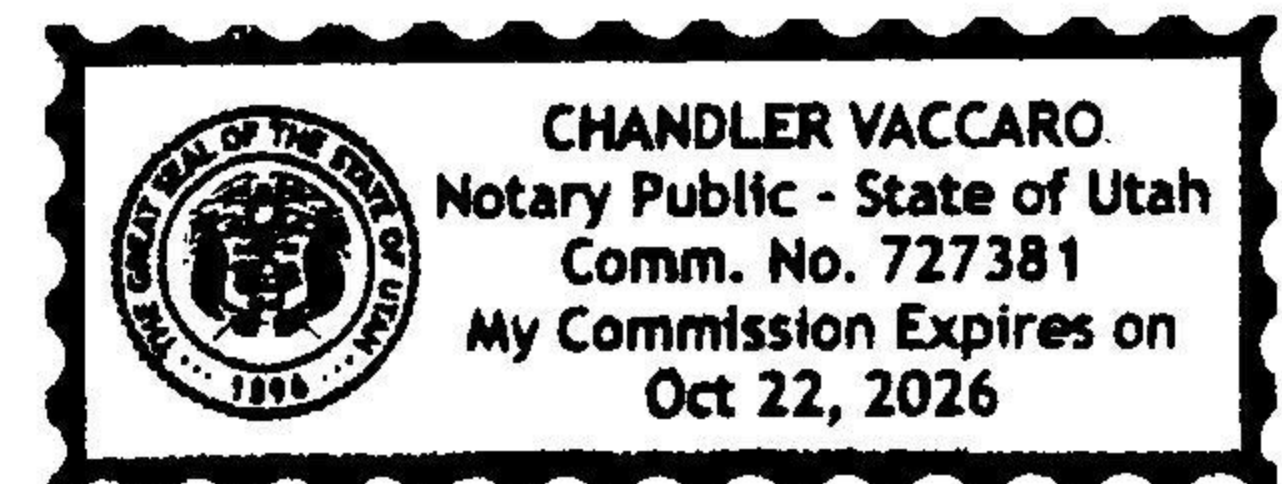
Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)


On _____, 2023, personally appeared before me, Jon Peddie who, duly sworn, did say that he is the Manager of Amcan Properties, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his capacity as Manager.

Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)



On October 3, 2023, personally appeared before me, Dustin Buckthal duly sworn, did say that he is the Manager of Rocky Holdings, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his capacity as Manager.


Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On _____, 2023, personally appeared before me, Fred Donaldson, duly sworn, did say that he is the President of DaVinci Academy Of Science and Arts, a Utah non-profit corporation, and that the within and foregoing instrument was signed in behalf of said company in his capacity as President.

Notary Public

EXHIBIT "A" - LEGAL DESCRIPTION

ALL OF UNIT 1, AMCAN CONDOMINIUMS, OGDEN CITY, WEBER COUNTY, UTAH.
(Tax ID No. 03-042-0001) **DB** DB

ALL OF UNIT 2, AMCAN CONDOMINIUMS, OGDEN CITY, WEBER COUNTY, UTAH.
(Tax ID No. 03-042-0002) **DB** DB

ALL OF UNIT 4, AMCAN CONDOMINIUMS PHASE 2, 1ST AMENDMENT, OGDEN CITY,
WEBER COUNTY, UTAH. (Tax ID No. 03-054-0001) **DB** DB

ALL OF UNIT 5, AMCAN CONDOMINIUMS PHASE 2, 1ST AMENDMENT, OGDEN CITY,
WEBER COUNTY, UTAH. (Tax ID No. 03-054-0002) **DB** DB

ALL OF UNIT 6, AMCAN CONDOMINIUMS PHASE 2, 1ST AMENDMENT, OGDEN CITY,
WEBER COUNTY, UTAH. (Tax ID No. 03-054-0003) **DB** DB

ALL OF UNIT 7, AMCAN CONDOMINIUMS PHASE 2, 1ST AMENDMENT, OGDEN CITY,
WEBER COUNTY, UTAH. (Tax ID No. 03-054-0004) **DB** DB

ALL OF UNIT 8, AMCAN CONDOMINIUMS PHASE 2, 1ST AMENDMENT, OGDEN CITY,
WEBER COUNTY, UTAH. (Tax ID No. 03-054-0005) **DB** DB

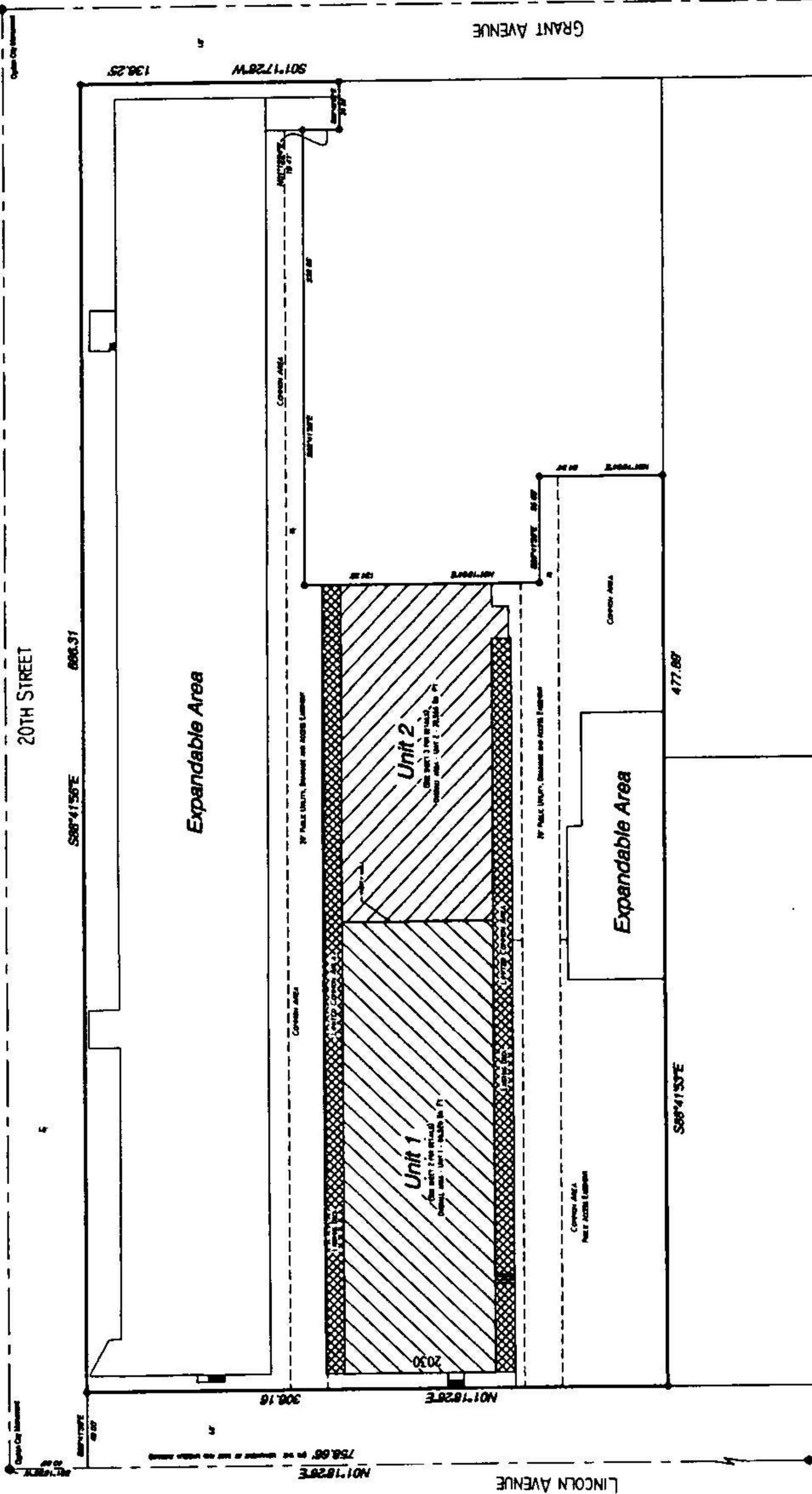
ALL OF COMMON AREA WITHIN AMCAN CONDOMINIUMS PHASE 2, 1ST
AMENDMENT, OGDEN CITY, WEBER COUNTY, UTAH. (Tax ID No. 03-054-0006) **DB** DB

EXHIBIT "B" – RECORD OF SURVEY OR SURVEY MAP FILED ON MARCH 30, 2007

AMCAN CONDOMINIUMS

A Utah Condominium Project
ALL OF LOT 3, AMERICAN CAN SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH

SCALE: 1" = 40'



BOUNDARY DESCRIPTION
All of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah
The bearings are N40 03 (North North West) and S40 03 (South South West)

NARRATIVE
The report of survey was prepared by James Properties, LLC for the purpose of establishing the boundaries of the units shown on this plan and the boundaries of the common areas. The boundaries of the units and common areas are shown on this plan in accordance with the subdivision plat recorded in the public records of Utah and the plat of Lot 3, American Can Subdivision recorded in the public records of Utah.

• = Existing Ogden City boundaries
○ = 5/8" radii with Ogden City Engineering notes

LIMITED COMMON AREA AND FACILITIES - [Cross-hatched symbol]
COMMON AREA AND FACILITIES - [Dotted symbol]
PRIVATE OWNERSHIP - [Hatched symbol]

DESCRIPTION	SQ. FOOTAGE	TOTAL_BLDG_SQ. FOOTAGE	S. OF TOTAL
Unit 1	11,000 sq. ft.	11,000 sq. ft.	0.1100
Unit 2	14,000 sq. ft.	25,000 sq. ft.	0.2500
Common Area	8,000 sq. ft.	33,000 sq. ft.	0.3300
Total	33,000 sq. ft.	33,000 sq. ft.	1.0000

SURVEYOR'S CERTIFICATE

I, [Signature], a duly licensed Professional Surveyor of the State of Utah, do hereby certify that I have surveyed the following described land at the request of the American Can Corporation, and that the same is shown in the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah, and that the same is shown in the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah, and that the same is shown in the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah.

SIGNED this 27th day of March, 2007.
P.L.S. # 378071

OWNER DEDICATION AND CONSENT TO RECORD

On this 27th day of March, 2007, the undersigned hereby dedicates to the City of Ogden, Utah, the following described land, which is shown in the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah, and that the same is shown in the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah.

ACKNOWLEDGMENT
[Signature]

LENDER CONSENT

The undersigned hereby consent to recording of the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah, and that the same is shown in the plat of Lot 3, American Can Subdivision, Ogden City, Weber County, Utah, recorded in the public records of Utah.

ACKNOWLEDGMENT
[Signature]

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WEBER
On this 27th day of March, 2007, personally appeared before me, Frank [Signature], who being by me duly sworn, she is the true and lawful owner of the above described land, and that she is the true and lawful owner of the above described land, and that she is the true and lawful owner of the above described land.

ACKNOWLEDGMENT
[Signature]

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WEBER
On this 27th day of March, 2007, personally appeared before me, David [Signature], who being by me duly sworn, she is the true and lawful owner of the above described land, and that she is the true and lawful owner of the above described land, and that she is the true and lawful owner of the above described land.

ACKNOWLEDGMENT
[Signature]

OGDEN CITY APPROVAL

THE PLAN AND THE PROVISIONS OFFERED HEREON HAVE BEEN APPROVED BY THE CITY OF OGDEN, UTAH, AND THE CITY ENGINEER HAS REVIEWED THE PLAN AND THE PROVISIONS OFFERED HEREON AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE ZONING ORDINANCES AND THE SUBDIVISION CONTROL ACT.

OGDEN CITY ENGINEER
[Signature]

OGDEN CITY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

OGDEN CITY ENGINEER

OGDEN CITY ATTORNEY'S OFFICE
[Signature]

OGDEN CITY ENGINEERING
2549 WALLINGTON BLVD. SUITE 100
OGDEN, UT 84405

COUNTY RECORDER
ENTRY NO. 22531-1-1-07
FILED FOR RECORD
AND RECORDED
AT OGDEN, UTAH
FOR AMERICAN CAN, LLC
8/11/07

EXHIBIT "C" – RECORD OF SURVEY OR SURVEY MAP FILED ON MAY 16, 2008

AMCAN CONDOMINIUMS PHASE 2

A Utah Condominium Project

A PART OF AMCAN CONDOMINIUMS
OGDEN CITY, WEBER COUNTY, UTAH
MAY, 2008

Narrative

THIS CONDOMINIUM PLAN WAS CREATED AT THE REQUEST OF AMCAN PROPERTIES, LLC, FOR THE PURPOSE OF DEFINING EACH CONDOMINIUM UNIT. ALL EXTERIOR BOUNDARY CORNERS WERE SET WITH A 3/4" REBAR AND PLASTIC CAP STAMPED "REVEE & ASSOCIATES". NO MONUMENTS WERE FOUND FROM THE ORIGINAL CONDOMINIUM PLAN.

Basis of Bearings

THE BASIS OF BEARINGS FOR THIS PLAN IS THE CENTERLINE BETWEEN A FOUND OGDEN CITY CENTERLINE MONUMENT AT THE INTERSECTION OF LINCOLN AVENUE AND 21ST STREET AND A FOUND OGDEN CITY CENTERLINE MONUMENT AT THE INTERSECTION OF LINCOLN AVENUE AND 20TH STREET, SHOWN HEREON AS N01°18'28"E.

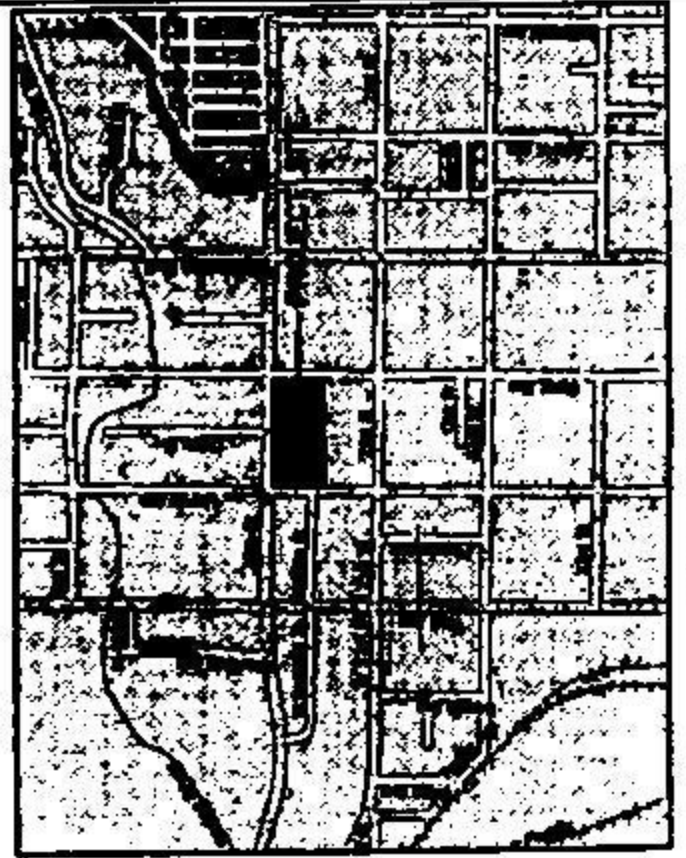
Boundary Description

ALL OF LOT 3, LESS AND EXCEPT UNITS 1 AND 2 OF AMCAN CONDOMINIUMS, A PART OF LOT 14, BLOCK 7, FIVE ACRE PLAT "A" AND A PART OF BLOCK 5, RIVERSIDE PARK ADDITION, OGDEN CITY, WEBER COUNTY, UTAH.

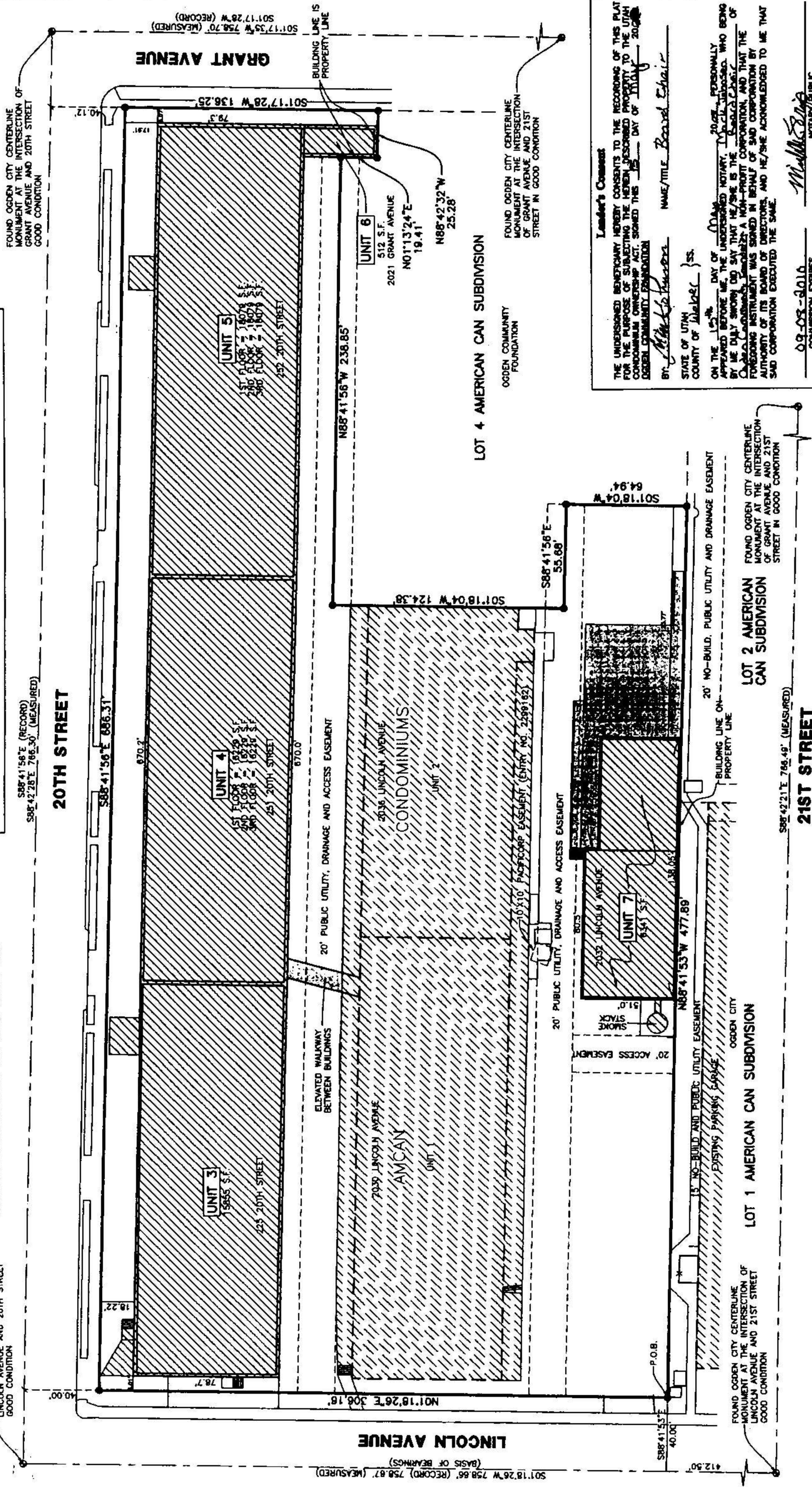
Notes
BENCHMARK IS THE OGDEN CITY MONUMENT AT THE INTERSECTION OF LINCOLN AVENUE AND 20TH STREET EQUALING ELEVATION 4269.81'. UNITS 3, 4, 5, AND 7 ARE TO BE CONSIDERED CONVERTIBLE SPACE.

Legend

- 5/8" REBAR AND PLASTIC CAP STAMPED "REVEE & ASSOCIATES" TO BE SET AT EXTERIOR CORNERS
- FOUND OGDEN CITY CENTERLINE MONUMENT
- BOUNDARY LINE
- LOT LINE
- EXISTING FENCELINE
- ROAD CENTERLINE
- EXISTING BUILDING (PHASE 2 UNITS)
- EXISTING BUILDING (NOT PART OF THIS PHASE)
- LIMITED COMMON AREA
- COMMON AREA



Vicinity Map
NOT TO SCALE



Surveyor's Certificate
I, STEVEN G. GILLER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH THE UTAH PROFESSIONAL LAND SURVEYOR ACT AND I HAVE PERSONALLY CONDUCTED THE SURVEY AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN IN ACCORDANCE WITH SECTIONS 17-23-17 AND I HAVE VIEWED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAN, AND THAT THIS PLAN OF THE PROPERTY DESCRIBED ON THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE HEREBY DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE REBEL COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES REGARDING THE CONDUCT OF SURVEYS HAVE BEEN COMPLIED WITH AND CENTRIES THAT THE CONDO ACT HAS BEEN COMPLIED WITH.

SIGNED THIS 14TH DAY OF MAY 2008.

UTAH LICENSE NUMBER 127848
STEVEN G. GILLER

Owners Dedicates And Consents to Record
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREON AS AMCAN CONDOMINIUMS PHASE 2, A UTAH SURVEY AND PLAT, HAS HEREBY COMPLETED THE REQUISITE MEASUREMENTS AND DOES HEREBY GIVE MY CONSENT TO THE RECORDATION OF THIS PLAN FOR THE PURPOSE TO CONCOMITANTLY THE TRACT OF LAND DESCRIBED HEREON INTO UNITS IN ACCORDANCE WITH THIS PLAN.

SIGNED THIS 14TH DAY OF MAY 2008.

AMCAN PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY
BY: *[Signature]* TITLE: *[Title]*

Acknowledgment
STATE OF UTAH } ss.
COUNTY OF JUBILEE }
ON THIS 14TH DAY OF MAY 2008, I, *[Signature]*, PERSONALLY WHO BEING BY ME DULY SWORN TO SAY THAT HE/SHE IS THE *[Name]* AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID ENTITY, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID ENTITY EXECUTED THE SAME.

COMMISSION EXPIRES *[Date]*
NOTARY PUBLIC *[Signature]*

Acknowledgment
STATE OF UTAH } ss.
COUNTY OF JUBILEE }
ON THIS 14TH DAY OF MAY 2008, I, *[Signature]*, PERSONALLY WHO BEING BY ME DULY SWORN TO SAY THAT HE/SHE IS THE *[Name]* AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID ENTITY, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID ENTITY EXECUTED THE SAME.

COMMISSION EXPIRES *[Date]*
NOTARY PUBLIC *[Signature]*

Leader's Consent
THE UNDERSIGNED HEREBY CONSENTS TO THE RECORDING OF THIS PLAN FOR THE PURPOSE OF SUBJECTING THE HEREBY DESCRIBED PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT, SIGNED THIS *[Date]* DAY OF *[Month]*, 2008.

BY: *[Signature]* NAME/TITLE: *[Name/Title]* CE P
STATE OF UTAH } ss.
COUNTY OF JUBILEE }
ON THE 14TH DAY OF MAY 2008, I, *[Signature]*, PERSONALLY WHO BEING BY ME DULY SWORN TO SAY THAT HE/SHE IS THE *[Name]* AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

COMMISSION EXPIRES *[Date]*
NOTARY PUBLIC *[Signature]*

Project Info
Surveyor: S. GILLER
Designer: N. ANDERSON
Date: 11-08-07
Name: AMCAN CONDO PHASE 2
Number: 5585-01
Revision: 1-1-07
Checked: *[Signature]*

Reeve & Associates, Inc.
148 S. 1000 W. SUITE 200, OGDEN, UTAH 84403
(409) 241-1100

City Approval
THIS PLAN AND THE DEDICATIONS OFFERED HEREON, AS APPROVED AND ACCEPTED BY THE MAYOR OF OGDEN CITY THIS 14TH DAY OF MAY 2008.

ATTEST: *[Signature]* MATTHEW R. GARDNER, MAYOR
[Signature] HEYING CITY RECORDER

City Engineer
I HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH THE MINIMUM CONDITIONS OF THE OGDEN CITY ORDINANCES THAT THIS OFFICE IS REQUIRED TO REVIEW AND APPROVE.

SIGNED THIS 15TH DAY OF MAY 2008.

[Signature] KIMBERLY S. WILSON, OGDEN CITY ENGINEER

City Development Department
I HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH THE MINIMUM REQUIREMENTS OF THE OGDEN CITY ORDINANCES THAT THIS OFFICE IS REQUIRED TO REVIEW AND APPROVE.

SIGNED THIS 15TH DAY OF MAY 2008.

[Signature] GUY M. JAY, PLANNING DIVISION

City Attorney's Office
APPROVED BY THE CITY ATTORNEY'S OFFICE THIS 15TH DAY OF MAY 2008.

[Signature] MARK E. HANCOCK, CITY ATTORNEY

Rocky Mountain Power
APPROVED BY ROCKY MOUNTAIN POWER THIS 16TH DAY OF MAY 2008.

[Signature] ROCKY MOUNTAIN POWER

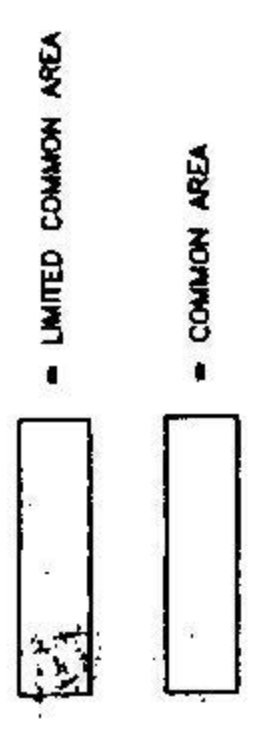
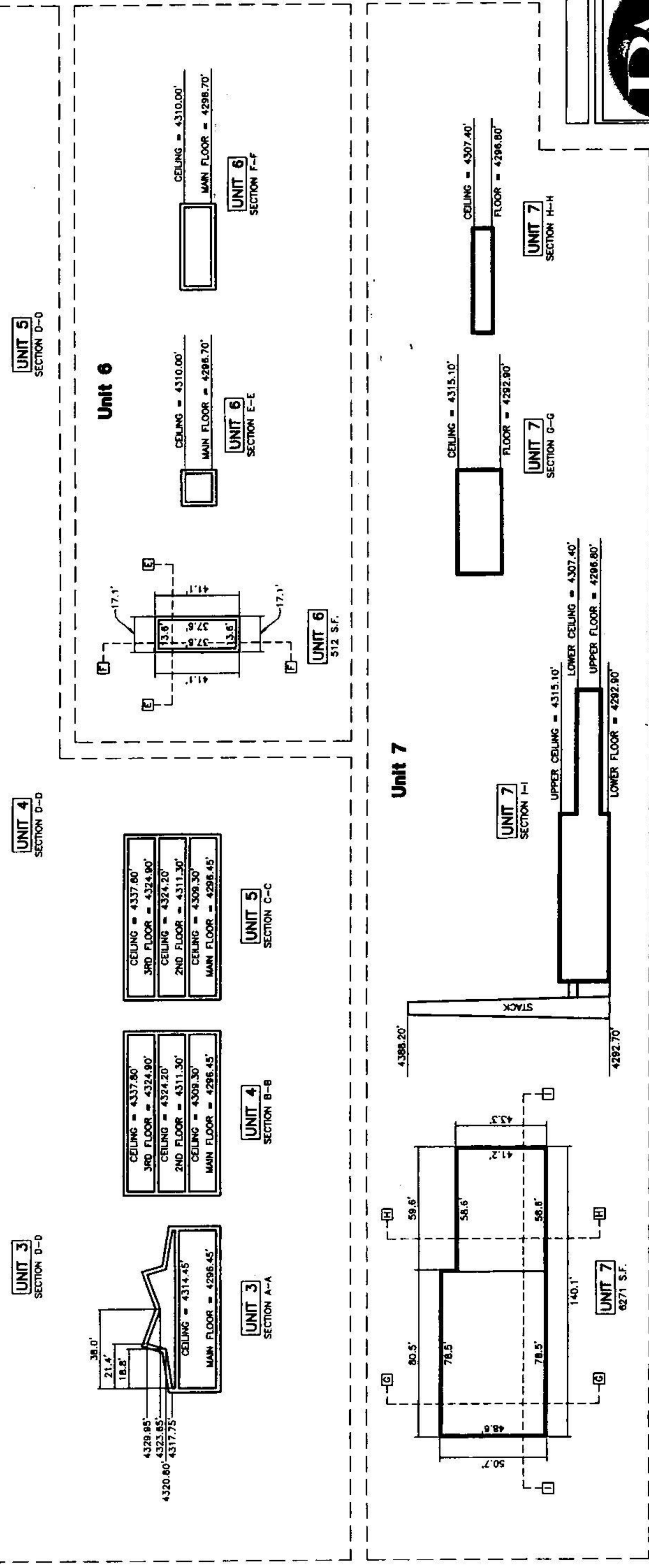
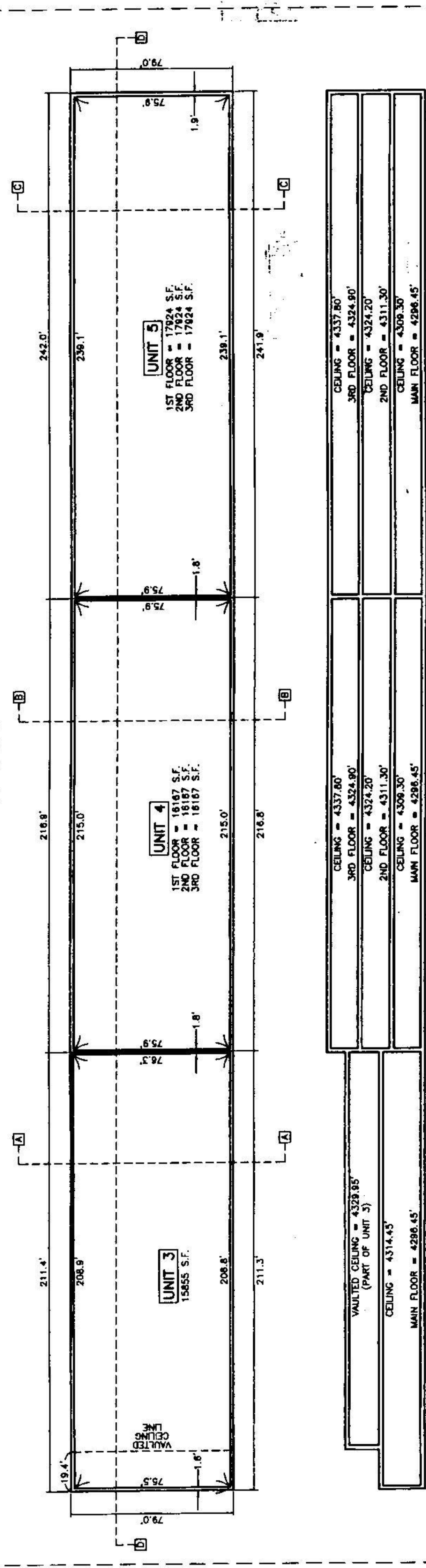
AMCAN CONDOMINIUMS PHASE 2

A Utah Condominium Project

A PART OF AMCAN CONDOMINIUMS
OGDEN CITY, WEBER COUNTY, UTAH
MAY, 2008

Elevation Details

Units 3, 4, & 5



Note
ALL WALLS ARE BRICK FACED



Project Info
 Surveyor: S. DILLER
 Designer: N. ANDERSON
 Date: 11-08-07
 Project: AMCAN CONDO PHASE 2
 Number: 5288-01
 Scale: 1"=30'
 Checked: _____
 Deputy: _____

Weber County Recorder
 Entry No. 252224-2
 Fee Paid
 and Recorded For Record
 in Book 2A
 Of The Official Records, Pages
 21-22
 Recorded For:

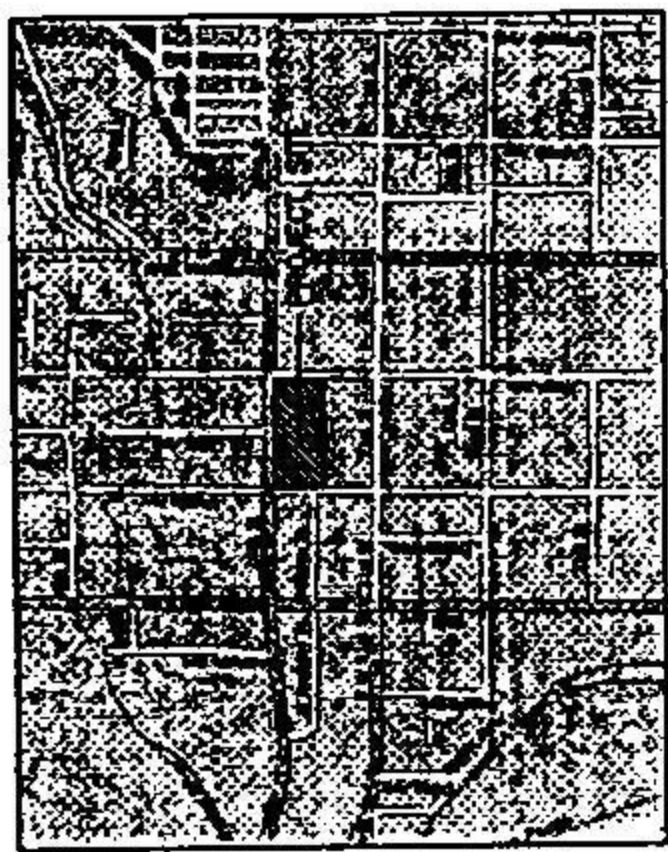
Weber County Recorder
 Deputy

EXHIBIT "D" – RECORD OF SURVEY OR SURVEY MAP FILED ON MAY 10, 2018

AMCAN CONDOMINIUMS PHASE 2 - 1st Amendment

A Utah Condominium Project

AMENDING UNIT 3 AND THE COMMON AREA
A PART OF AMCAN CONDOMINIUMS
OGDEN CITY, WEBER COUNTY, UTAH
SEPTEMBER, 2017



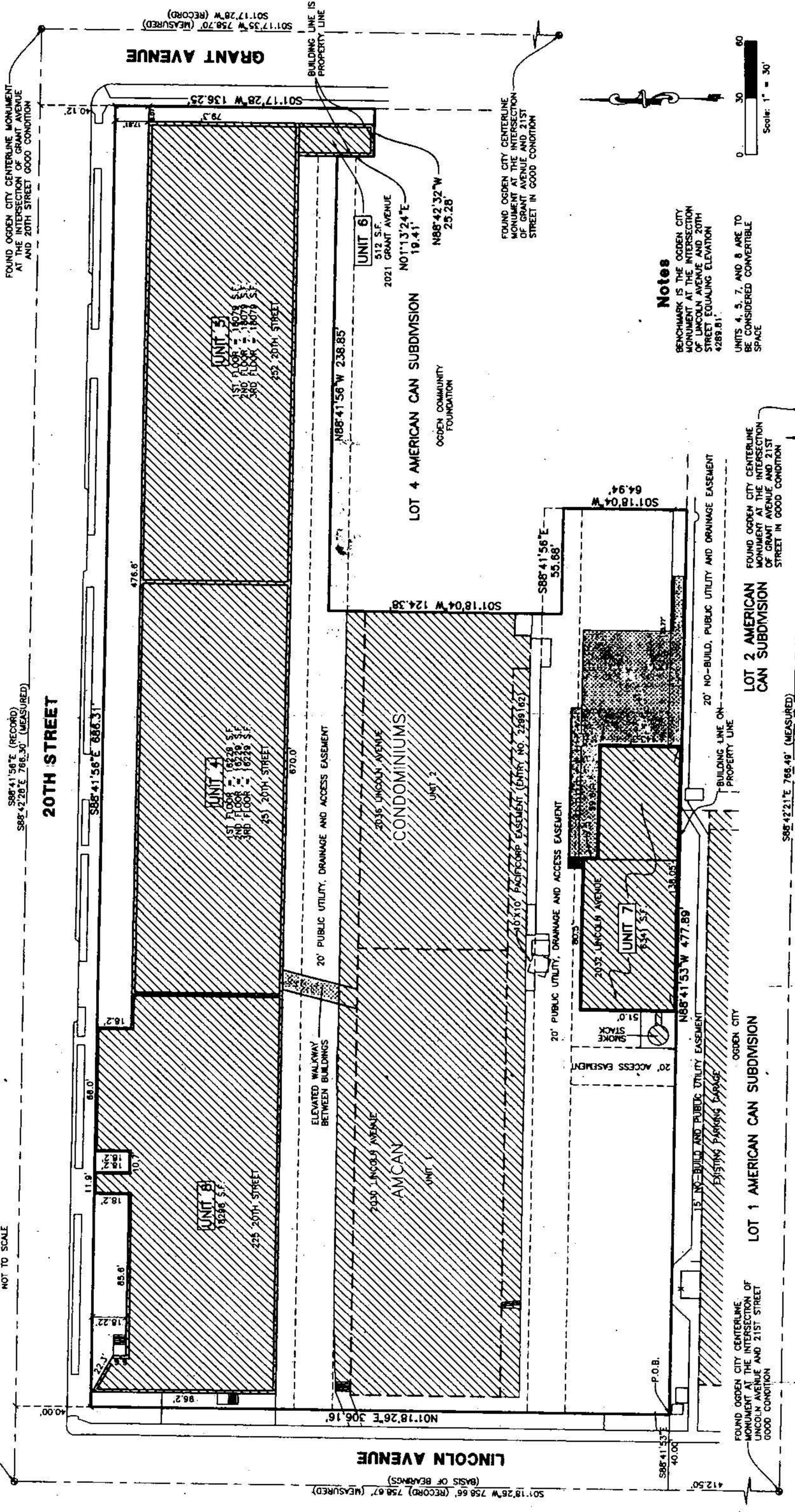
FOUND OGDEN CITY CENTERLINE MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 20TH STREET IN GOOD CONDITION

Narrative
THE PURPOSE OF THIS PLAT IS TO CREATE AN AMENDED CONDOMINIUM PLAT AMENDING UNIT 3 AND THE COMMON AREA.

Basis of Bearings
THE BASIS OF BEARINGS FOR THIS PLAT IS THE CENTERLINE BETWEEN A FOUND OGDEN CITY CENTERLINE MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 20TH STREET AND EDWIN OGDEN CITY CENTERLINE MONUMENT AT THE INTERSECTION OF LINCOLN AVENUE AND 20TH STREET, SHOWN HEREON AS N01°18'28"E.

Boundary Description
ALL OF LOT 3, LESS AND EXCEPT UNITS 1 AND 2 OF AMCAN CONDOMINIUMS PHASE 2 AS SHOWN ON THE ENCASED PLAT, AND A PART OF BLOCK 5, RIVERSIDE PARK ADDITION, OGDEN CITY, WEBER COUNTY, UTAH.

- Legend**
- EXISTING BUILDING (PHASE 2 UNITS)
 - EXISTING BUILDING (NOT PART OF THIS PHASE)
 - LIMITED COMMON AREA
 - COMMON AREA
 - FOUND OGDEN CITY CENTERLINE MONUMENT
 - BOUNDARY LINE
 - LOT LINE
 - EXISTING FENCELINE
 - ROAD CENTERLINE



Notes
BENCHMARK IS THE OGDEN CITY MONUMENT AT THE INTERSECTION OF GRANT AVENUE AND 21ST STREET EQUALING ELEVATION 4289.81'.
UNITS 4, 5, 7, AND 8 ARE TO BE CONSIDERED CONVERTIBLE SPACE.

Surveyor's Certificate
I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF UNIT 3 AND COMMON AREA IS A TRUE AND CORRECT REPRESENTATION OF THE HEREBY DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDERS' OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL RELEVANT STATUTES AND ORDINANCES REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH AND CERTIFIES THAT THE CONDO ACT HAS BEEN COMPLIED WITH.

SIGNED THIS 17th DAY OF April 2018.
TREVOR J. HATCH
UTAH LICENSE NUMBER 9031845

Owners Dedication and Consent to Record
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED MANAGEMENT COMMITTEE OF AMCAN CONDOMINIUMS PHASE 2 HAS CAUSED THIS CERTIFICATE TO BE MADE AND THIS AMENDED MANAGEMENT COMMITTEE HAS CAUSED A SURVEY TO BE MADE AND THIS AMENDED CONDOMINIUM PLAT OR RECORD OF SURVEY MAP TO BE PREPARED, THAT SAID MANAGEMENT COMMITTEE DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT AND THAT SAID PLAT HAS BEEN AMENDED FROM THE TIME TO TIME SUBJECT TO THE TERMS OF THE UTAH CONDOMINIUM OWNERSHIP ACT. THE OWNERS OF THE HEREBY-DESCRIBED TRACT OF LAND, REPRESENTED BY THE MANAGEMENT COMMITTEE FOR THE ASSOCIATION OF CONDOMINIUM OWNERS FOR AMCAN CONDOMINIUMS PHASE 2, HAVE BEEN AMENDED FROM TIME TO TIME, HEREBY AMENDING THE RECORD OF SAID CONDOMINIUMS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT OF LAND AS AMCAN CONDOMINIUMS PHASE 2 AS SHOWN ON THIS PLAT, AND CITY GUARANTEEING THAT THE COMMON AREAS REMAIN FOREVER OPEN AND UNDEVELOPED EXCEPT FOR APPROVED RECREATIONAL PARKING AND OPEN SPACE PURPOSES AND ALSO DO HEREBY DEDICATE, GRANT AND CONVEY TO OGDEN CITY AND TO THE COMMON AREAS OF SAID CONDOMINIUMS PHASE 2, ALL RIGHTS AND INTERESTS IN SUCH LAND, INCLUDING EASEMENTS, OVER AND ACROSS THE COMMON AREAS FOR THE PURPOSES OF PROVIDING POLICE AND FIRE PROTECTION, PROVIDING EMERGENCY MEDICAL SERVICES, AND PROVIDING ANY OTHER GOVERNMENTAL OR MUNICIPAL SERVICE AND ALSO DO HEREBY CERTIFY THAT THE MORTGAGE HOLDERS/LENDERS/HOLDERS OF SAID TRACT OF LAND HAVE BEEN ADVISED OF THIS AMENDMENT AND HAVE NOT OBJECTED OR HAVE CONSENTED TO THE AMENDMENT.

SIGNED THIS 22nd DAY OF April 2018.
AMCAN CONDOMINIUM OWNERS ASSOCIATION, INC. BY ITS MANAGEMENT COMMITTEE
JON PEDERSEN, MANAGER

Acknowledgment
STATE OF UTAH, COUNTY OF JEFFERSON, SS:
ON THIS 22nd DAY OF April 2018, I, TREVOR J. HATCH, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF UTAH, WHO BEING BY ME DULY SWORN IN, SAID THAT I AM THE DRAFTER OF THIS PLAT AND THAT THE INSTRUMENT WAS SIGNED IN BEHALF OF SAID ENTITY, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID ENTITY EXECUTED THE SAME.

11-08-2018
COMMISSION EXPIRES
NOTARY PUBLIC

Leader's Consent
THE UNDERSIGNED BENEFICIARY HEREBY CONSENTS TO THE RECORDING OF THIS PLAT FOR THE PURPOSE OF SUBJECTING THE HEREBY DESCRIBED PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT. SIGNED THIS 22nd DAY OF April 2018.
NAME/TITLE: LEANN H. KILTS / MANAGER
STATE OF UTAH, COUNTY OF JEFFERSON, SS:
ON THIS 22nd DAY OF April 2018, I, LEANN H. KILTS, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY, AND HE/SHE IS THE BENEFICIARY OF SAID INSTRUMENT AND THAT HE/SHE IS THE FOREGOING SAID CORPORATION, AND THAT THE FOREGOING SAID CORPORATION HAS BEEN ORGANIZED IN ACCORDANCE WITH THE UTAH CORPORATION ACT AND THAT THE BOARD OF DIRECTORS, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

06/23/2018
COMMISSION EXPIRES
NOTARY PUBLIC

Project Info.
Surveyor: T. HATCH
Designer: B. ANDERSON
Date: 02-08-17
Number: 8872-01
Scale: 1"=30'

Reeve & Associates, Inc.
110 S. 1000 E. SUITE 100
OGDEN, UT 84403

Webster County Recorder
City No. 21877
I, LEANN H. KILTS, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE PERSONALLY CONDUCTED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF UNIT 3 AND COMMON AREA IS A TRUE AND CORRECT REPRESENTATION OF THE HEREBY DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDERS' OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL RELEVANT STATUTES AND ORDINANCES REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH AND CERTIFIES THAT THE CONDO ACT HAS BEEN COMPLIED WITH.

SIGNED THIS 17th DAY OF April 2018.
LEANN H. KILTS
WEBER COUNTY RECORDER

Ogden City Approval
THIS PLAT AND THE DEDICATIONS OFFERED HEREIN ARE APPROVED AND ACCEPTED BY THE MAYOR OF OGDEN CITY THIS 17th DAY OF April 2018.
MAYOR
ATTEST: *Sherry Shuman* CITY RECORDER

Ogden City Engineer
I HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE MINIMUM CONDITIONS OF THE OGDEN CITY ORDINANCES THAT THIS OFFICE IS REQUIRED TO REVIEW AND APPROVE.
SIGNED THIS 18th DAY OF May 2018.
Justin Anderson OGDEN CITY ENGINEER

Ogden City Community and Economic Development Department
I HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE MINIMUM REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF OGDEN CITY, AND CONFORMS WITH THE APPROVED PRELIMINARY PLAT AS REVIEWED AND APPROVED BY OGDEN CITY PLANNING COMMISSION AND THE MAYOR OF OGDEN CITY, PREREQUISITE TO FINAL PLAN APPROVAL BY THE MAYOR OF OGDEN CITY.
SIGNED THIS 17th DAY OF May 2018.
Gregory Manning PLANNING DIVISION

Ogden City Attorney's Office
APPROVED BY THE CITY ATTORNEY'S OFFICE THIS 17th DAY OF May 2018.
Mark Stubbart CITY ATTORNEY

Rocky Mountain Power
APPROVED BY ROCKY MOUNTAIN POWER THIS 20th DAY OF April 2018.
Leigha M. Brumitt ROCKY MOUNTAIN POWER

EXHIBIT "E" – RECORD OF SURVEY OR SURVEY MAP FILED ON SEPTEMBER ____, 2023

AMCAN CONDOMINIUMS, UNIT 2, 1ST AMENDMENT

A UTAH CONDOMINIUM PROJECT

PART OF LOT 3, AMERICAN CAN SUBDIVISION

OGDEN CITY, WEBER COUNTY, UTAH

MARCH 2023

BOUNDARY DESCRIPTION

ALL OF UNIT 2, AMCAN CONDOMINIUMS PHASE 2, OGDEN CITY, WEBER COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH-EAST CORNER OF UNIT 1 SAID AMCAN CONDOMINIUMS PHASE 2 BEING LOCATED SOUTH 01°12'28" WEST 40.00 FEET ALONG THE CENTERLINE OF LINCOLN AVENUE AND SOUTH 89°41'59" EAST 134.84 FEET TO AN IRON PIPER MONUMENT BEING THE INTERSECTION OF SAID LINCOLN AVENUE AND 20TH STREET; THENCE SOUTH 89°41'59" EAST 179.81 FEET TO THE WEST LINE OF LOT 4 AMERICAN CAN SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID LOT 4 SOUTH 01°12'28" WEST 80.00 FEET; THENCE NORTH 89°41'59" WEST 11.73 FEET; THENCE SOUTH 01°12'28" WEST 8.30 FEET; THENCE NORTH 89°41'59" WEST 11.73 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 01°12'28" EAST 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,296 SQUARE FEET.

I, KURT H. WIRTHNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 89, CHAPTER 22, OF THE PROFESSIONAL ENGINEERING AND LAND SURVEYING ACT; THAT THE SURVEY HEREON WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM AWARE OF THE CONTENTS OF THIS INSTRUMENT AND THAT THE INSTRUMENT ACCURATELY REPRESENTS THE TRUE AND ACCURATE BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2023.



KURT H. WIRTHNEY, P.L.S. NO. 8227228

OWNER'S CONSENT TO RECORD
 KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN AS AMCAN CONDOMINIUMS, UNIT 2, 1ST AMENDMENT, A UTAH CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, DO HEREBY MAKE THIS CERTIFICATE THAT SAID OWNERS HAVE CAUSED A SURVEY TO BE MADE, AND THIS CONDOMINIUM PLAN OR RECORD OF SURVEY MAP TO BE PREPARED, THAT SAID OWNERS DO HEREBY CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP AND SUBMIT THE DESCRIBED PROPERTY TO THE TERMS OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

OWNERS DEDICATION

THE UNDERSIGNED OWNER OF THE HEREIN-DESCRIBED TRACT OF LAND HEREBY SETS APART AND SUBDIVIDES THE SAME INTO CONDOMINIUM UNITS, COMMON AREA AND LIMITED COMMON AREA, AS SHOWN ON THIS PLAN, AND NAMES SAID TRACT AMCAN CONDOMINIUMS, UNIT 2, 1ST AMENDMENT, AND DOES HEREBY:

- 1. DEDICATE, GRANT AND CONVEY TO OGDEN CITY THOSE CERTAIN STRIPS DESIGNATED HEREON AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY BE AUTHORIZED BY OGDEN CITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS;
- 2. DEDICATE, GRANT AND CONVEY AN EASEMENT OVER THE COMMON AREAS TO OGDEN CITY GUARANTEEING THAT THE COMMON AREAS REMAIN FOREVER OPEN AND UNDEVELOPED EXCEPT FOR APPROVED RECREATIONAL PARKING AND OPEN SPACE PURPOSES;
- 3. DEDICATE, GRANT AND CONVEY TO OGDEN CITY AND ANY OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL BODY HAVING JURISDICTION OVER SUCH LAND A PERPETUAL EASEMENT OVER AND ACROSS THE COMMON AREAS FOR THE PURPOSE OF PROVIDING POLICE AND FIRE PROTECTION, PROVIDING EMERGENCY MEDICAL SERVICES, AND PROVIDING ANY OTHER GOVERNMENTAL OR MUNICIPAL SERVICE;
- 4. THE OWNER HAS DESIGNATED CERTAIN AREAS OF LAND AS COMMON AREAS, INTENDED FOR THE COMMON USE OF THE UNIT OWNERS AS MORE FULLY PROVIDED IN THE CONDOMINIUM DECLARATION APPLICABLE TO SUCH CONDOMINIUM PROJECT, AND NOT FOR USE BY THE GENERAL PUBLIC.

SIGNED THIS _____ DAY OF _____, 2023.

AMCAN PROPERTIES, LLC

BY: PRINTED NAME/TITLE _____

SIGNATURE

ACKNOWLEDGEMENT

STATE OF UTAH)
 COUNTY OF WEBER)

On this _____ day of _____, 2023, personally appeared before me _____ whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by the duly sworn/unsworn did say that he/she is the _____ of _____, a _____ of the County of _____, State of _____, and that said document was prepared by _____, a duly licensed _____ of said _____, and acknowledged to me that said _____ executed the same.

STAMP

NOTARY PUBLIC

COUNTY RECORDER

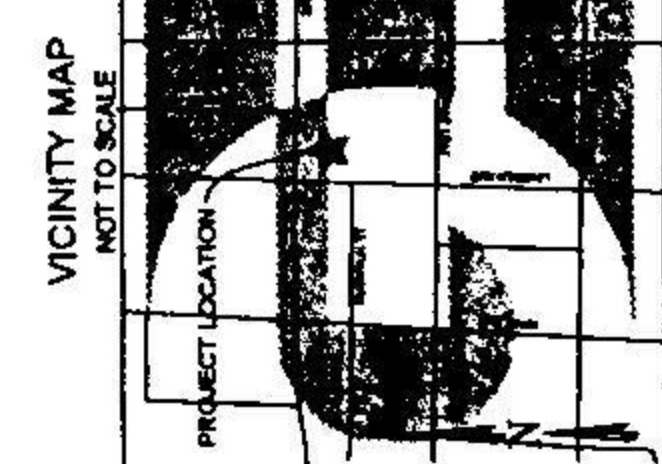
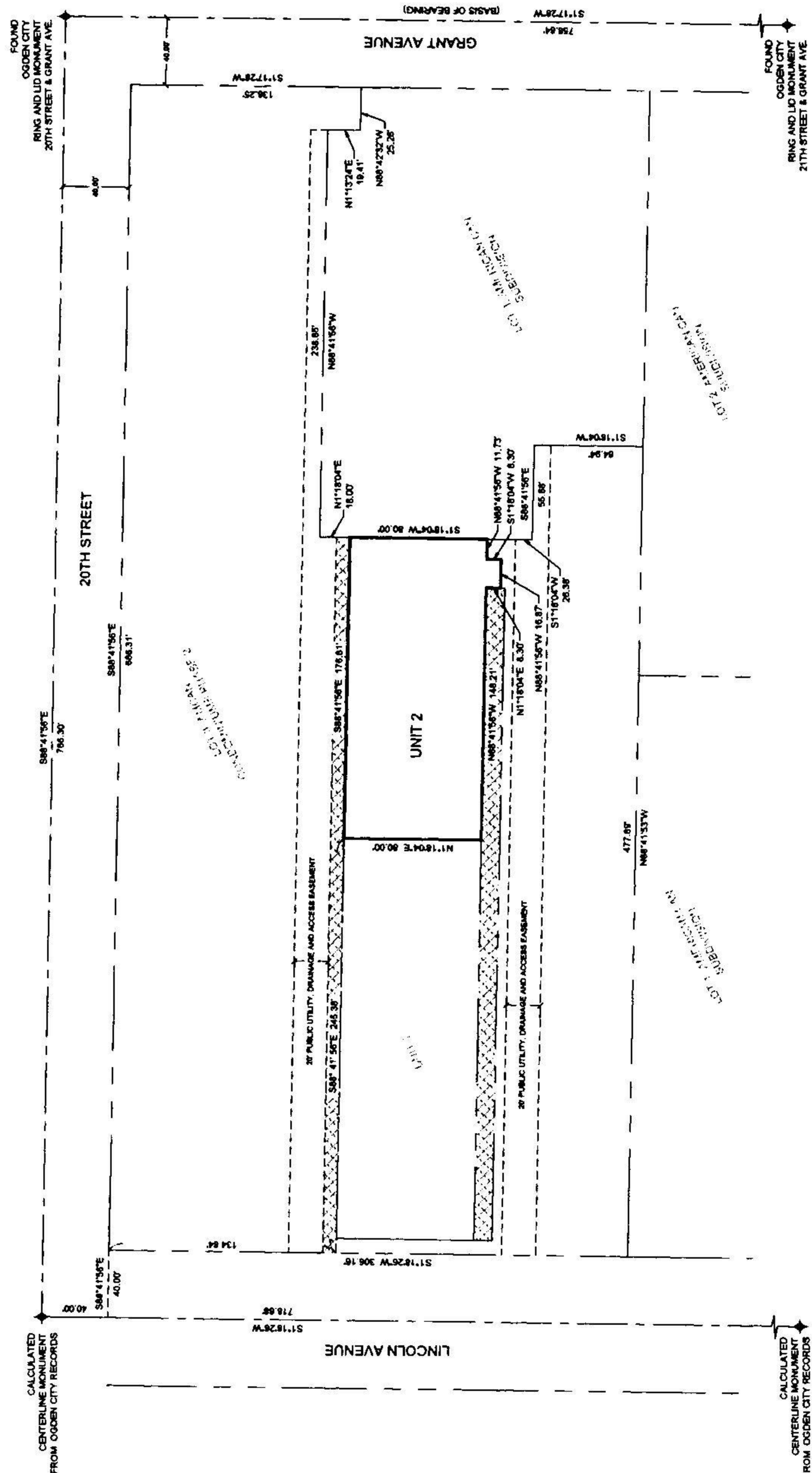
ENTRY NO. _____ FEE PAID _____
 FILED FOR AND RECORDED AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____ COUNTY RECORDER BY _____

S1 / 3

GARDNER ENGINEERING

CIVIL/LAND PLANNING
 MUNICIPAL/LAND SURVEYING

3100 SOUTH 3750 EAST, OGDEN, UT
 OFFICE: 801.456.0292 FAX: 801.476.0966



- LEGEND**
- OGDEN CITY SURVEY MONUMENT AS NOTED
 - AMENDMENT BOUNDARY
 - ADJACENT PARCEL
 - STREET CENTER LINE
 - EASEMENT
 - LIMITED COMMON AREA



NOTES

1. ALL MEASUREMENTS ON THIS SHEET ARE EXTERIOR DIMENSIONS.
2. THE EXTERIOR OF THE BUILDING IS MADE OF BRICK AND GLASS.
3. ALL UNITS ARE TO HAVE UTILITY AND EASEMENTS FOR GAS, WATER, SEWER, AND TELEPHONE SERVICE. ALL UNITS ARE TO HAVE ALL UTILITY AND EASEMENTS TO AND FROM ALL COMMON AREAS.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DIVIDE UNIT 2 INTO FOURTEEN (14) SEPARATE UNITS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY OGDEN CITY CORPORATION. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING OGDEN CITY SURVEY MONUMENT AT 20TH STREET AND GRANT AVENUE AND THE CENTERLINE MONUMENT AT 21TH STREET AND GRANT AVENUE, WHICH BEARS NORTH 01°12'28" WEST, 784.84 FEET AND IS UTAH-NORTH STATE PLANE BEARING.

OGDEN CITY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

I HEREBY CERTIFY THAT THIS PLAN COMPLES WITH THE REQUIREMENTS OF THE UTAH CONDOMINIUM ACT AND THE CITY OF OGDEN CITY, AND CONFORMS WITH THE APPROVED PRELIMINARY PLAN, AS REVISED AND APPROVED BY THE CITY OF OGDEN CITY, PREVIOUS TO THE FINAL PLAN APPROVAL BY THE MAYOR OF OGDEN CITY.

SIGNED THIS _____ DAY OF _____, 2023.

MAYOR, OGDEN CITY

OGDEN CITY APPROVAL

THIS PLAN AND ANY DEDICATIONS OFFERED HEREIN ARE SUBJECT TO THE CITY OF OGDEN CITY.

SIGNED THIS _____ DAY OF _____, 2023.

CITY RECORDER

OGDEN CITY ENGINEER

I HEREBY CERTIFY THAT THIS PLAN COMPLES WITH THE REQUIREMENTS OF THE UTAH CONDOMINIUM ACT AND THE CITY OF OGDEN CITY, AND CONFORMS WITH THE APPROVED PRELIMINARY PLAN, AS REVISED AND APPROVED BY THE CITY OF OGDEN CITY, PREVIOUS TO THE FINAL PLAN APPROVAL BY THE MAYOR OF OGDEN CITY.

SIGNED THIS _____ DAY OF _____, 2023.

CITY ENGINEER

OGDEN CITY ATTORNEY'S OFFICE

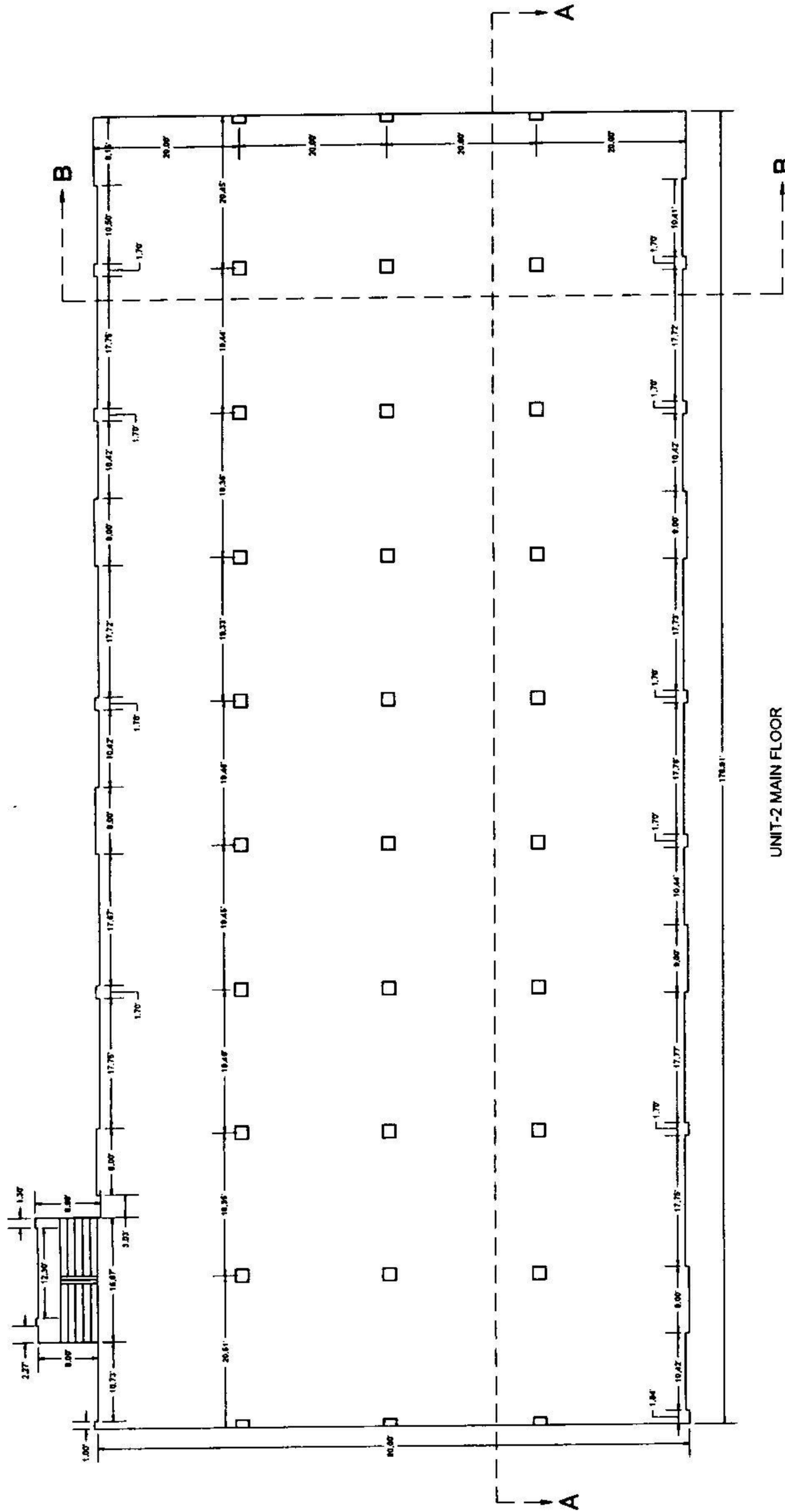
I HEREBY CERTIFY THAT THIS PLAN COMPLES WITH THE REQUIREMENTS OF THE UTAH CONDOMINIUM ACT AND THE CITY OF OGDEN CITY, AND CONFORMS WITH THE APPROVED PRELIMINARY PLAN, AS REVISED AND APPROVED BY THE CITY OF OGDEN CITY, PREVIOUS TO THE FINAL PLAN APPROVAL BY THE MAYOR OF OGDEN CITY.

SIGNED THIS _____ DAY OF _____, 2023.

OGDEN CITY ATTORNEY

AMCAN CONDOMINIUMS, UNIT 2, 1ST AMENDMENT

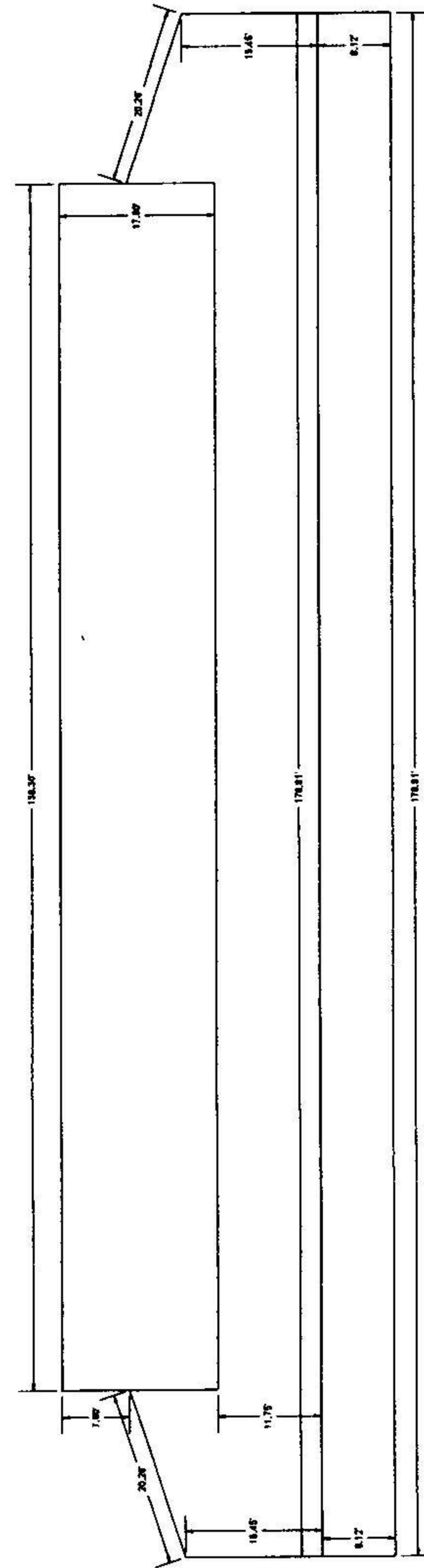
A UTAH CONDOMINIUM PROJECT
 PART OF LOT 3, AMERICAN CAN SUBDIVISION
 OGDEN CITY, WEBER COUNTY, UTAH
 MARCH 2023



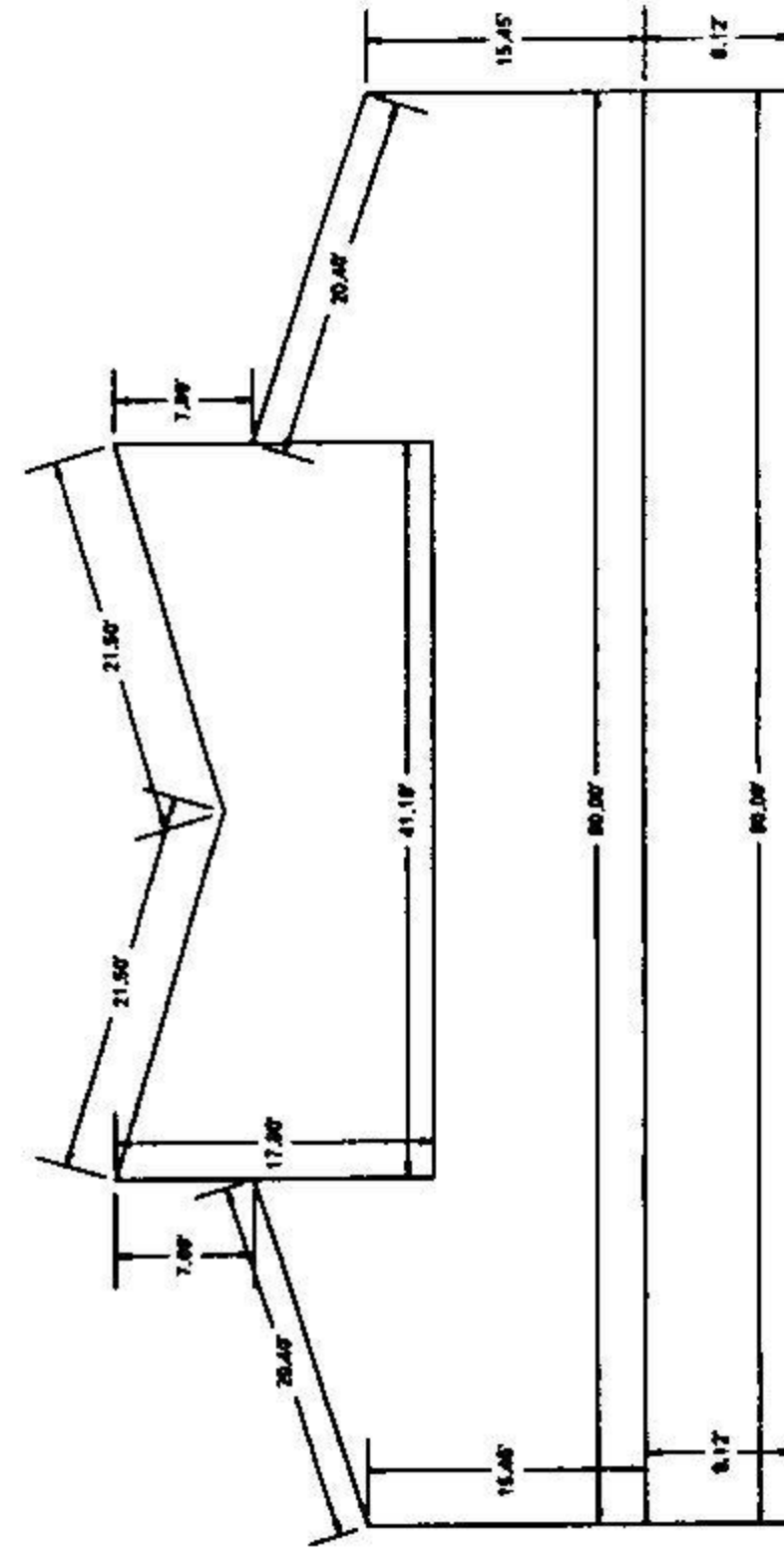
UNIT-2 MAIN FLOOR

NOTES

1. THE EXTERIOR OF THE BUILDING IS MADE OF BRICK AND GLASS.
2. THE OWNER IS TO MAKE NECESSARY REPAIRS FOR MAINTENANCE, INSTALLATION, AND REPAIR OF ANY AND ALL UTILITY AND INFRASTRUCTURE TO AND FROM ALL COMMON AREAS.



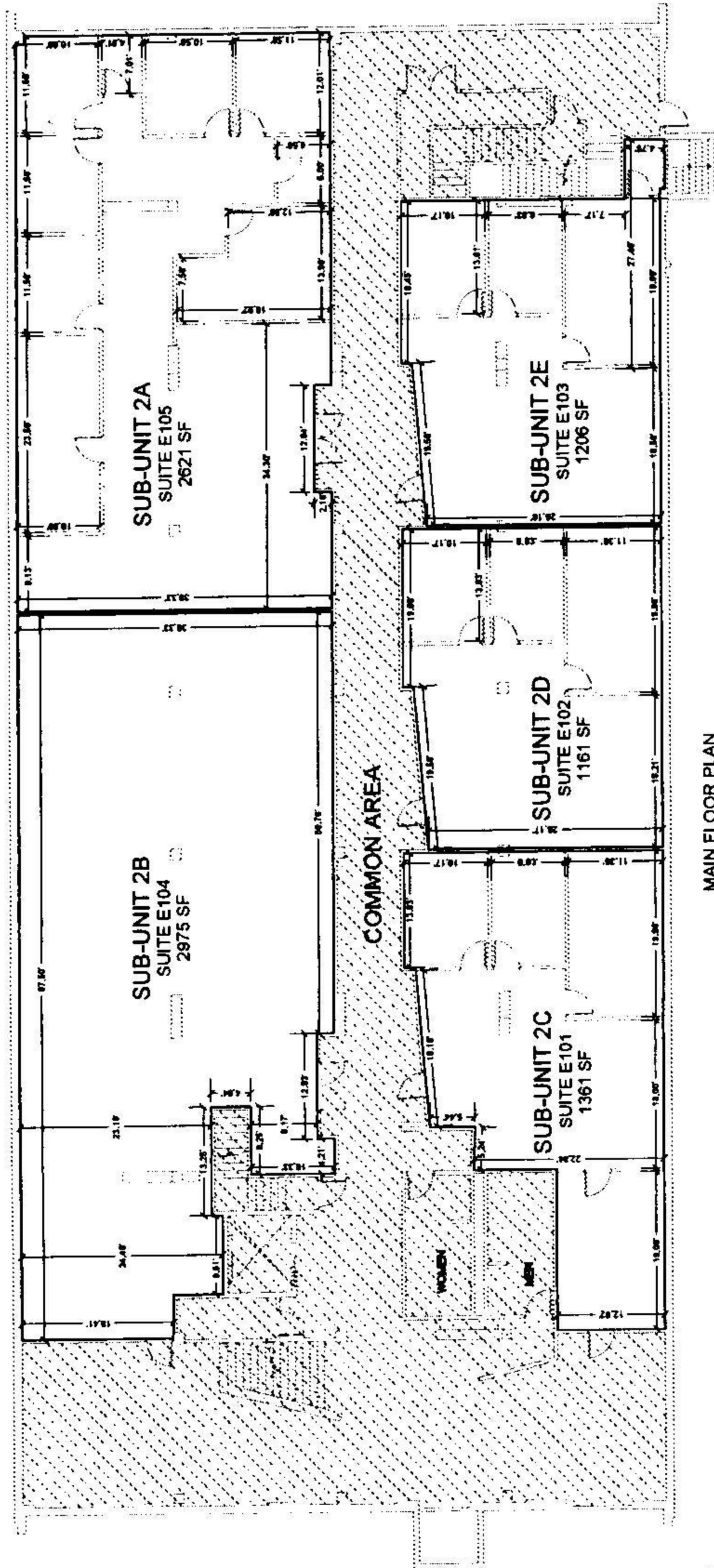
UNIT-2 SECTION A-A



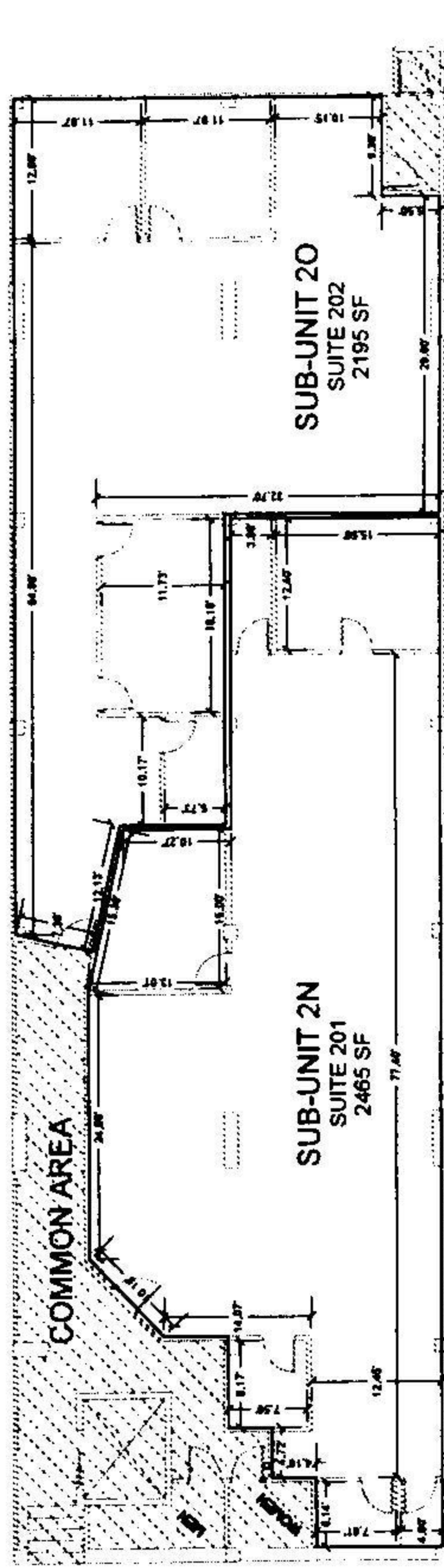
UNIT-2 SECTION B-B

S2 3	COUNTY RECORDER
	ENTRY NO. _____ FEE PAID _____ FILED FOR AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL _____ RECORDS, PAGE _____, RECORDED _____ FOR _____
GARDNER ENGINEERING <small>CIVIL/LAND SURVEYING MUNICIPAL/LAND SURVEYING</small> 1100 SOUTH 2700 EAST OGDEN, UT OFFICE: 801-476-0205 FAX: 801-476-0996	
COUNTY RECORDER BY: _____	

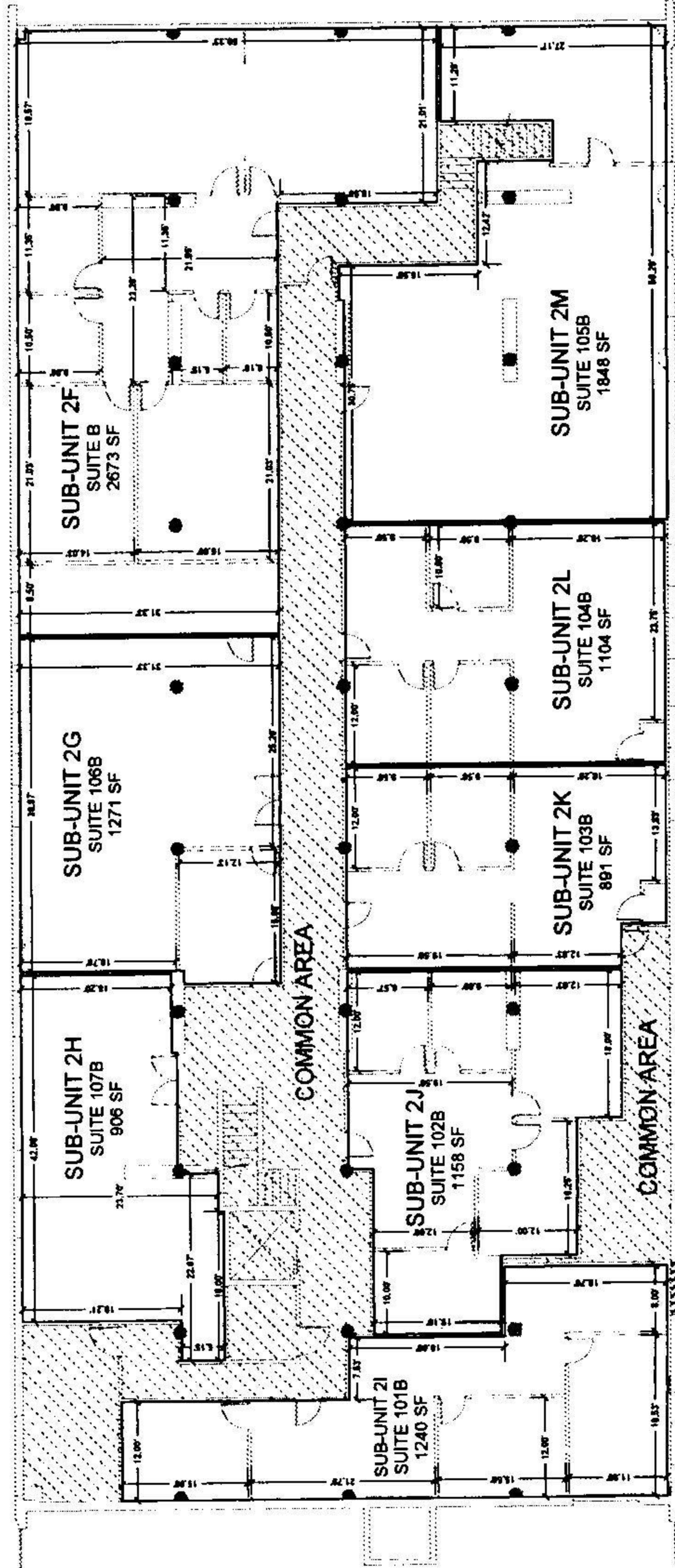
AMCAN CONDOMINIUMS, UNIT 2, 1ST AMENDMENT
 A UTAH CONDOMINIUM PROJECT
 PART OF LOT 3, AMERICAN CAN SUBDIVISION
 OGDEN CITY, WEBER COUNTY, UTAH
 OCTOBER 2023



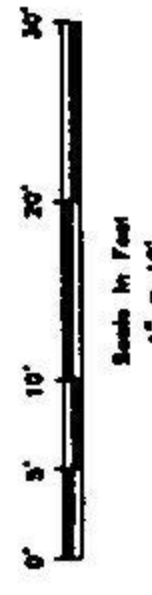
MAIN FLOOR PLAN



MEZZANINE FLOOR PLAN



BASEMENT FLOOR PLAN



LEGEND
 SUB-UNIT BOUNDARY
 WALL LINE
 SUB-UNIT COMMON AREA

NOTES

1. ALL STRUCTURAL MEMBERS CONTAINED WITHIN THE PROJECT, BUT NOT SHOWN AS HATCHED OR CROSS HATCHED AREAS ARE CONSIDERED COMMON AREA.
2. INTERIOR WALLS ARE 8" THICK CONCRETE BLOCK WITH 1/2" GYPSUM BOARD.
3. INTERIOR WALLS ARE 8" THICK CONCRETE BLOCK WITH 1/2" GYPSUM BOARD.
4. ALL UNITS ARE TO HAVE RECIPIROCAL EASEMENTS FOR MAINTENANCE, INSTALLATION, AND REPAIR OF ANY AND ALL UTILITY AND INFRASTRUCTURE TO AND FROM ALL COMMON AREAS.
5. THE INTERIOR WALLS SHOWN WITHIN A SUB-UNIT ONLY SHOW THE COMPLETION OF THE SUB-UNIT OWNER TO ACCEPT THE INTERIOR OF THE SUB-UNIT AFTER THE FLAT IS RECORDED.

S3	3	GARDNER ENGINEERING CIVIL/LAND PLANNING MUNICIPAL/LAND SURVEYING 1100 SOUTH 5200 EAST OGDEN, UT 801-225-5525 FAX 801-225-6096
	COUNTY RECORDER	
ENTRY NO. _____	FEE PAID _____	
FILED FOR AND RECORDED _____	AT _____	IN BOOK _____ OF ORIGINAL RECORDS, PAGE _____ RECORDED FOR _____ COUNTY RECORDER BY _____

EXHIBIT "F" – AMENDED AND RESTATED BYLAWS OF THE ASSOCIATION

(See attached)

**AMENDED AND RESTATED
BYLAWS
OF
AMCAN CONDOMINIUM OWNERS ASSOCIATION, INC.**

The following are the Amended and Restated Bylaws for Amcan Condominium Owners Association, Inc., a Utah Non-Profit Corporation (the "**Association**"):

**ARTICLE I
LOCATION**

The principal office of the Association shall be located at 2036 Lincoln Avenue, Suite 101B, Ogden, Utah 84401, but meetings of Members and Directors may be held at such places within or without of the State of Utah as may be designated by the Board (as defined below).

**ARTICLE II
DEFINITIONS**

All terms used but not defined herein shall have the meanings given them under that certain Amended and Restated Condominium Declaration for Amcan Condominiums recorded September ____, 2023, as Entry No. _____, of the Official Records of the Weber County Recorder, wherein the undersigned is designated as "**Declarant**" (hereinafter referred to as the "**Declaration**"), applicable to the Property, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein at length. The term "**Member**" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 3.1 Annual Meetings. Unless otherwise determined by the Association and subject to notice thereof as provided in Section 3.3 below, annual meetings of the Members shall be held on the first Wednesday of June of each year commencing in the year 2024, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called by, or at the request of, the President of the Association or by the Board, or upon written request of the Members holding at least fifty percent (50%) of the Percentage Interests as outlined in Exhibit "B" to the Declaration.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the

meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereafter addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The quorum required for any action by the Members hereunder, unless otherwise specifically set forth in the Declaration, shall be as follows: At each scheduled meeting called the presence of Members or of proxies entitled to cast at least fifty percent (50%) of all outstanding votes shall constitute a quorum. If a quorum is not present at a scheduled meeting, such meeting may be adjourned pending notice of subsequently scheduled meeting at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequently scheduled meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Member of his Unit.

Section 3.6 Voting. The number of votes appurtenant to each respective Unit shall be equal to such Unit's Percentage Interest as outlined in Exhibit "B" to the Declaration and multiplied by 100. Since a Unit Owner may be more than one person, if only one of such person is present at the meeting of the Association that person shall be entitled to cast all votes appertaining to that Unit. But if more than one of such person is present, the votes appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Unit may not be divided between Owners of such Unit or with respect to matters before the Association, and all such votes appurtenant to any one Unit shall be voted in one block. If the vote of a majority of the owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

ARTICLE IV

MANAGEMENT COMMITTEE, SELECTION AND TERM OF OFFICE

Section 4.1 Number. Subject to the provision of the Declaration, the affairs of the Association shall be managed by a Board of Directors (the "**Board**") comprised of three (3) individuals. In addition to individual Unit Owners, spouses of Unit Owners, Mortgagees (or designees of Mortgagees), partners of partnerships, directors or officers of corporations and managers of limited liability companies owning a Unit, shall be eligible for membership on the Board.

Section 4.2 Term of Office. Declarant is hereby authorized to exercise all of the powers that would otherwise be exercised by the Board of Directors until the first annual meeting. At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year and one (1) Director for a term of two (2) years to act in conjunction with Declarant, who shall remain authorized to exercise all of the powers that would otherwise be exercised by a three Directors until such time as the Percentage Interest held by other Members of the Association is greater than that held by the Declarant. At such time as the Percentage Interest held by other Members of the Association is greater than that held by the Declarant, the Members, at a special meeting the date, time and place of which shall be announced to each of the Members and be conducted as outlined in the Bylaws, shall elect three (3) Directors, two (2) of whom shall be elected for terms to run concurrent with each of the other two (2) previously elected Directors and one (1) for a term to expire one (1) year following the latest of the other two (2) groups of directors to replace Declarant, and at each annual meeting following the first annual meeting the Members shall elect the number of Directors whose terms are then to expire for a term of three (3) years.

Section 4.3 Removal. Any Director, except Declarant during his initial term as outlined herein, may be removed from the Board, with or without cause, by a sixty percent (60%) vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 Nomination. Nomination for election to the Board shall be made by the Board. Nominations may also be made from the floor at the annual meeting. The Board shall make as many nominations as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made among Members or Non-Members.

Section 5.2 Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

**ARTICLE VI
MEETINGS OF THE COMMITTEE**

Section 6.1 Regular Meetings. Regular meetings of the Board shall be held at least semi-annually, on or about November 1 and May 1 of each year, as determined by the Board. Assessments for the upcoming year shall be fixed at the semi-annual meeting held on or about November 1 each year.

Section 6.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII
POWERS AND DUTIES OF THE COMMITTEE**

Section 7.1 Powers and Duties. The Board shall have all powers and duties of the Management Agent as set forth in paragraph 2.13 of the Declaration.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time, by resolution, create.

Section 8.2 Election of Officers. The election of officers shall take place at each annual meeting of the Members. However, Declarant shall be the initial President of the Association until such time as the Percentage Interest held by other Members of the Association is greater than that held by the Declarant. At such time as the Percentage Interest held by other Members of the Association is greater than that held by the Declarant, the Members, at a special meeting the date, time and place of which shall be announced to each of the Members and be conducted as outlined herein, shall elect another to act as President for the remainder of the current term until the following annual meeting of the Members.

Section 8.3 Term and Vacancies. The officers of this Association shall be elected annually by the Members and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by

appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer, except Declarant during its initial term as President, may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to **Section 8.4** of this Article.

Section 8.7 Duties. The duties of the officers are as follows:

President: The president shall preside at all meetings of the Board and shall see that orders and resolutions of the Board and/or the Members are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and social security numbers, and shall perform such other duties as required by the Board.

Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the association; keep proper books of account; if the Board deems appropriate, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board may, if it elects, appoint such committees as deemed appropriate in carrying out its purposes.

**ARTICLE X
AMENDMENTS, ORDER OF PRECEDENCE**

These Bylaws may be amended, at a regular or special meeting of the Members, by Members holding at least sixty-seven percent (67%) of the Percentage Interests as outlined in Exhibit "B" to the Declaration, in person or by proxy. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XI
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing Bylaws are adopted by the Undersigned and made effective upon this ___ day of _____, 2023.

AMCAN CONDOMINIUM OWNERS ASSOCIATION, INC.

Jon Peddie, Director

_____, Director

_____, Director