

3323407

DECLARATION OF CONDOMINIUM
OF
OLD FARM PROFESSIONAL PLAZA

5350

EO OF *Secretary Title*
John Robinson

AUG 16 2 16 PM '79

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

THIS DECLARATION is made and executed this 3rd day of August, 1979, by PROSWOOD, INC., a Utah Corporation, hereinafter referred to as "Declarant," pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36, Utah Code Annotated (1953), as amended).

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain parcel of real property (herein sometimes referred to as the "subject property"), located in Salt Lake County, Utah, and more particularly described as:

Beginning at a point that is South 0° 14' 13" West 364.18 feet and North 89° 45' 47" West 62.00 feet from the Northeast Corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey; thence South 0° 14' 13" West 458.256 feet to the Northeast Corner of Wayland Station, Phase 3, a Utah Condominium Project located in Block 6, Ten Acre Plat "A", Big Field Survey as recorded March 10, 1977, Block 77-3, Page 69 in the Salt Lake County Recorder's Office; thence along the boundary line of said project North 89° 59' 55"

BOOK 4924 PAGE 681

Proswood

West 301.32 feet; thence North 0° 10' 05" East 455.495 feet along the boundary of said Project; thence South 89° 45' 47" East 301.865 feet to the point of beginning. Contains 3.149 acres.

WHEREAS, Declarant has constructed, or is in the process of constructing, upon the subject property a Condominium Project consisting of various improvements, all of such construction having been, or is to be, performed in accordance with the Record of Survey Map; and

WHEREAS, Declarant desires, by filing this Declaration and the Record of Survey Map, to submit the subject property, and all improvements now or hereafter constructed thereon, to the provisions of the act as a Condominium Project to be known as the "Old Farm Professional Plaza Condominium Project"; and

WHEREAS, Declarant has obtained the acknowledgement and consent to this Declaration of all record owners of the subject property, as well as the consent of all parties possessing liens affecting any portion of the subject property, which by their consents, recorded concurrently with this Declaration, said third party owners and lien holders hereby join in the submission and recording of this Declaration; and

WHEREAS, Declarant intends to sell to various purchasers the fee title to the individual units located within the said Project, together with the undivided ownership interest in the common areas and facilities appurtenant to the units, subject to the covenants, restrictions, reservations, assessments, charges, and liens herein set forth;

BOOK 4924 PAGE 682

Pioneerwood

NOW THEREFORE, Declarant hereby makes the following declarations:

ARTICLE I

DEFINITIONS

When used in this Declaration, including the recitals hereto, 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.

1.1 Act: Shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36, Utah Code Annotated (1953), as amended).

1.2 Declaration: This Declaration and all amendments thereto.

1.3 Declarant: Prowswood, Inc., a Utah Corporation, its successors-in-interest and specific assignees-in-interest to rights and obligations under this Declaration.

1.4 Project: The Old Farm Professional Plaza Condominium.

1.5 Association: The Old Farm Professional Plaza Association, Inc., a Utah Non-Profit Corporation formed for management of the Project and more specifically described in Article IV, below.

1.6 Management Committee and Committee: The Board of Trustees of the Association, or a Management Committee specifically designated as such by the Board of Trustees. The Committee

shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the By-Laws and rules and regulations of the Association.

1.7 Manager: The person or entity employed by the Association to operate, maintain and manage the affairs of the Project.

1.8 Record of Survey Map and Map: The Record of Survey Map recorded in the official records of the Salt Lake County Recorder, and which may be recorded concurrently with recording of this declaration or hereafter.

1.9 Common Areas and Facilities:

(a) The real property and interest in real property which this Declaration submits to the terms of the Act.

(b) All common areas and facilities designated as such in the Map.

(c) All limited common areas and facilities.

(d) All foundations, columns, girders, beams, supports, perimeter walls, roofs, and lobbies, constituting a portion of or included in the improvements which comprise a part of the Project and any stairs, stairways, entrances, and exits which are designed for the use of more than one unit.

(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 the individual units including, but not by way of limitations, parking spaces, walk-ways, streets, garbage storage and brick walls.

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

(h) All "Common Areas and Facilities" so defined in the Act, whether or not expressly listed herein.

1.10 Limited Common Areas and Facilities: Those common areas and facilities designated herein or on the Map as reserved for the use of a certain unit or units to the exclusion of the other units.

1.11 Condominium Unit and Unit: One of the office units intended for independent use as defined in the Act and as shown in the Map. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, furnaces, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a

BOOK 4924 PAGE 685

part of the unit and serving only the units, and any structural members or any other property of any kind, including fixtures and appliances within any units, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit.

1.12 Unit Number: The number, letter, or combination thereof, which designates a unit in the attached Exhibit "A" and in the Map.

1.13 Unit Owner or Owner: The owner of the fee in a unit and the percentage of undivided interest in the common areas and facilities which is appurtenant thereto. The Declarant shall be deemed the owner of all unconstructed or unsold units. In the event a unit is the subject of any executory contract of sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Association in writing of such agreement, be considered the unit owner for purposes of voting and Association membership.

1.14. Common Expenses: All sums which are expended on behalf of all the unit owners and all sums which are required by the Association to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Management Agreement for operation of the Project, and such rules and regulations as the Association may, from time to time, make and adopt.

1.15 Size: The square footage of each unit as shown on the Map and set forth in Exhibit "A" attached hereto.

1.16 Percentage Interest: The percentage of undivided interest of each unit in the common areas as set forth in Exhibit "A" attached hereto.

1.17 Mortgage: Any mortgage, deed of trust, or other security instrument by which a unit or any part thereof is encumbered.

1.18 Mortgagee: Beneficiary or holder under Deed of Trust as well as mortgagees.

1.19 Person: Legal entity as well as natural person.

ARTICLE II

GRANT AND SUBMISSION

Declarant hereby states its intention that the provisions of the Act shall apply to the subject property and submits to the Act the subject property situated in Salt Lake County, Utah, and described above.

ARTICLE III

OCCUPATION AND USE

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

3.1 Name: The Project, as submitted to the provisions of this Declaration, shall be known as the Old Farm Professional Plaza Condominium.

3.2 Description of Units: The improvements included in the Project are now or will be located upon the subject property described above, and all of the improvements are intended as, and shall be utilized as, office space and facilities for

the providing of professional services by medical doctors, dentists, architects, lawyers, and accountants, as general office space and executive suite facilities; and for such other adjunct and related services, as determined by the Association. All improvements shall be constructed with good quality materials, in a workmanlike manner, and in a style and manner architecturally compatible with the other improvements on the Project.

3.3 Description of Improvements: The buildings wherein the private areas are located shall be single story, all electric, brick veneer, containing a crawlspace. The windows are triple glazed and the exterior doors shall be metal.

3.4 Common Areas and Facilities: The common areas and facilities of the Project are defined in Article I of this Declaration and on the Map. Neither the percentage interest, the right of exclusive use of a limited common area and facility, nor membership in the Association, shall be separated from the unit to which it appertains, and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest, such right of exclusive use, and such membership, shall automatically accompany the transfer of the unit to which they relate. Each unit owner shall, at his own cost, keep the limited common areas designed for exclusive use in connection with his unit in a clean, sanitary and attractive condition at all times.

BOOK 4924 PAGE 688

Promwood

3.5 Voting - Common Expense - Ownership in Common Areas and Facilities: The proportionate share of the unit owners in the common areas and facilities of the Project is based upon the size (square footage) that each of the units bears to the total size of all the units. The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit "A," and shall be used for all purposes including, but not limited to, sharing of the common area costs and expenses and voting rights in the Association.

3.6 Unit Maintenance: Each owner shall, at his own cost and expense, maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the interior of his unit and all walls, ceilings, floors, windows and doors forming the boundaries of his unit. In addition to decorating and keeping the interior of his unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair and replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, or other appliances or fixtures that may be in, or connected with, his unit. Each unit shall be maintained so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other unit. In the event

any owner makes any improvement or addition to any parking spaces constituting limited common areas reserved for the use of his unit, the owner will be solely responsible for maintenance and repair of such improvements.

3.7 Easements and Encroachments:

(a) If any part of the common areas encroaches or shall hereafter encroach upon a unit or units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a unit encroaches or shall hereafter encroach upon the common areas, or upon an adjoining unit or units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachment shall not be considered to be encumbrances either to the common areas or the 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 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.

(b) Some of the common areas are or may be located within the units or may be conveniently accessible only through the units. The owners of the other units shall have the irrevocable right, to be exercised by the Association, as their agent, to have access to each unit

and to all common areas, from time to time, during 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 areas or to another unit or units. The Association shall also have such rights independent of the agency relationship. The Association shall provide for repair of damage to the interior of any part of a unit or units 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 at the insistence of the Committee or the Association; provided, that if such damage is a result of negligence of the owner of a unit, then such owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by owners pursuant hereto shall be collected by the Association by assessment.

(d) Each owner shall have the right to ingress and egress over, upon and across the common areas necessary for access to his unit, and each owner shall have the right to the horizontal and lateral support

of a unit, and such rights shall be appurtenant to and pass with the title to each unit.

(d) The Association 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.

(e) There is hereby created a blanket easement upon, across, over and under the subject property for ingress, egress, installation, replacing, repairing, and maintaining all utilities including, but not limited to, water, sewer, gas, telephones, electricity, and other utility services, whether or not any part of such easement is shown on the Map.

3.8 Use of Condominium and Common Areas:

(a) Each of the units in the Project is intended to be used for professional and business office space and attendant and related services, and is restricted to such uses.

(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 Committee. The Committee or the Association 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 or the common

areas. Nothing shall be kept or stored on any part of the common areas without the prior written consent of the Committee or the Association, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the common areas except upon the prior written consent of the Committee or the Association.

(c) Nothing shall be done or kept in any unit or in the common areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Committee or the Association. Nothing shall be done or kept in any unit or in the common area 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 Association 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

BOOK 4924 PAGE 693

invitee of any other owner.

(d) No owner shall violate the rules and regulations for the use of the units and of the common areas as adopted, from time to time, by the Committee or the Association.

(e) No structural alterations to any unit shall be made by any owner without the prior written consent of the Committee or the Association.

(f) Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the units, neither the unit owners who have purchased units from the Declarant nor the Association shall interfere with the completion of improvements and sale of the remaining units. The Declarant may make such use of the unsold units and the common areas as may facilitate such completion and sale including, but not limited to, the maintenance of a sales office and personnel, the showing of the units, showing of the common areas, and the conducting of advertising and promotional programs.

3.9 Conversion of Convertible Space: Declarant hereby reserves the right to designate a portion of any structure or structures within the Project as convertible space, which may be converted by the Declarant into one or more units, common areas and facilities, or limited common areas and facilities, as permitted by the Act. All convertible space or spaces will

BOOK 4924
PAGE 694

Ploverwood

be shown on the Record of Survey Map.

The Declarant shall cause any such conversion by causing the preparation and recording of a supplemental Record of Survey Map and, also, the recording of amendments to this Declaration describing the conversion, assigning an identifying number to each unit formed out of the convertible space and allocating to each unit a portion of the common areas and facilities appertaining to this space. All such amendments shall also describe or delineate limited common areas, if any, formed out of the convertible space, showing or designating the unit or units to which each is assigned.

All new units formed hereunder shall be subject to all the terms and conditions of this Declaration and of amended or supplemental Declarations and, also, the Record of Survey Map and supplemental Record of Survey Maps, recorded in the office of the Salt Lake County Recorder.

3.10 Amendments: In addition to the amendment procedure provided by law and elsewhere in this Declaration, the unit owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of 2/3 of the undivided interests in the Project and, until the sale from Declarant of units having ownership of a least sixty-seven percent (67%) of the common areas and facilities, with the written consent of Declarant, which consents and approvals shall be by duly executed and recorded instruments.

BOOK 4924 PAGE 695

Plowwood

3.11 Service of Process: John D. Airmet, whose address is 4970 South 900 East, Suite J, Salt Lake City, Utah 84117; 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 or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Salt Lake County, State of Utah. Provided, however, that the agent for service of process named in the Declaration relating to the Phase most recently added to the Project shall automatically constitute such agent for the Project, and shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling declaration relating to a previously added Phase.

BOOK 4924 PAGE 696

Pioneer

ARTICLE IV

THE OLD FARM PROFESSIONAL PLAZA ASSOCIATION, INC.

4.1 Owners' Association: The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of the Old Farm Professional Plaza, Inc. (the "Association"), a Utah Non-Profit Corporation. An owner of a unit shall automatically become a member of the Association and shall remain a member for the period of his ownership.

4.2 Association Management: The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration and of the Articles of Incorporation and By-Laws of the Association and rules and regulations adopted thereunder.

ARTICLE V

LIMITATIONS ON USE OF UNITS AND COMMON AREAS

5.1 Purposes: Without the prior written consent of the Committee or the Association, no owner shall occupy or use any unit, or permit the same or any part thereof to be occupied or used, for any purpose other than for office space and facilities for professional services and business uses as defined in paragraph 3.2; above.

5.2 No Obstructions: Except for portions of the Project expressly designated on the Map, there shall be no obstruction of the common areas and nothing shall be stored in the common

areas without prior consent of the Committee or the Association.

5.3 Alterations and Additions: No building, fence, wall, doorway, or other structure, shall be commenced, erected, altered, or placed on any portion of the Project, without the prior written approval of the Committee or the Association. All buildings, alterations and additions on the subject property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

5.4 No Animals: No animals, livestock, or poultry of any kind shall be permitted in any lot or in the common areas.

5.5 No Offensive Activity: No noxious or offensive activity shall be carried on on any unit or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

5.6 Signs: Without prior written consent of the Association or its designee, a unit owner will not permit any sign of any kind to be displayed on the exterior of any unit or any portion of the common areas except for unobtrusive signs designating unit locations and names of unit owners or lessees.

5.7 Construction in Common Areas: Nothing shall be altered or constructed in or removed from the common areas, except upon the written consent of the Committee or the Association.

5.8 Rules: The Association or its designee is authorized to adopt rules for the use of the common areas, which rules shall be in writing and furnished to the owners.

5.9 Dumping of Garbage: Except in areas designated on the Map or by the Committee or the Association, no unit or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept free of trash, and refuse by the owner of such unit. No person shall allow any unsightly, unsafe or dangerous condition to exist on or in any unit.

5.10 Excavation: No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

5.11 Parking of Vehicles: No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas in the Project, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the Map or by the Committee or the Association.

ARTICLE VI

COMMON ASSESSMENTS

6.1 Payment of Expenses: Each unit owner shall share in any common profits and shall be liable to pay a pro-rata portion of the costs and expenses required and deemed necessary by the Management Committee to manage, maintain and operate the common areas and facilities of the Project, such portion to be

the same as the percentage of undivided ownership interest in the common areas and facilities appurtenant to the unit owned by the lot owner as set forth in Exhibit "A," attached hereto. All payments shall be made upon the terms, at the time and in the manner provided without deduction of any off-sets or claims which the owner may have against the Association, and if any owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of 1-1/2% per month from the date when such installment shall become due to the date of the payment thereof.

6.2 Determination of Amounts: The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed and determined, increase or diminish the amount previously fixed or determined for such year. The Committee may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year or which might have been included in the cash requirements for a previous year, but were not included therein, and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. In any year in which there is an excess of assessments received over amounts actually used for the purposes described in this Declaration such excess may, upon written consent of

all of the members, be applied against and reduce the subsequent year's assessment or be refunded to the members, subject to any contrary provisions for the benefit of mortgage holders and specified in Article XI, below. The preceding sentence shall automatically be repealed upon the revocation of Rev. Rul. 70-604, 1970-2, CB 9 promulgated by the Internal Revenue Service or upon a Court of competent appellate jurisdiction declaring such Rev. Rul. invalid or upon amendment of the Internal Revenue Code or the Treasury Regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessments or to refund same in order that such excess be excluded from gross income of the Association.

6.3 Time for Payment: All assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided by the Management Committee.

6.4 Determination of Payments: The Management Committee shall have discretionary powers to prescribe the manner of maintaining the operation of the Project, and to determine the cash requirements of the Association to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the Committee within the bounds of this Declaration, shall be final and conclusive as to the owners, and any expenditures made by the Committee within the bounds of this Declaration shall

be deemed, as against the owners, necessary and properly made for such purpose.

6.5 Application of Lease Payments: If any owner shall, at any time, let or sublet any unit and shall default for a period of one (1) month in payment of any management assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of such owner occupying the unit, the rent due or becoming due up to the amount of such assessment due, together with all penalties provided herein. Such payment of rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant or subtenant and owner to the extent of the amount so paid.

6.6 Collection of Assessments: Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same. The amount of assessment, whether regular or special, assessed to the owner of any unit, plus interest at 1-1/2% per month and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of notice of assessment. Said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

BOOK 4924
PAGE 702

Pioneerwood

(a) Tax and special assessment liens on the unit in favor of any assessment authority, or special district, and

(b) Encumbrances on the owner's unit and such owner's interest in the common areas recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee or Manager, stating the indebtedness secured by the lien upon any unit in the Project hereunder shall be conclusive upon the Management Committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancer of a unit upon request at a reasonable fee, not to exceed \$10.00. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the unit may pay any unpaid common expenses payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same ranks as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction

thereof the Management Committee shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure sale, the owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

In case of foreclosure, the owner shall be required to pay a reasonable rental for the unit from the date of foreclosure action is filed with the Court having jurisdiction over the matter, and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver, at the time such action is filed, to collect the rental without regard to the value of the mortgaged security. In any foreclosure of sale, the owner shall also be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. The Management Committee or Manager shall have the power to bid in the unit at foreclosure or other sale and to hold, lease, mortgage and convey the unit.

ARTICLE VII

PAYMENT OF UTILITIES

Each unit will receive electricity and gas services through its own separate meter, and shall be responsible for payment of all electricity and gas utilized in the unit. Water, sewer and all other similar utilities and expenses will constitute a common expense which will be included in the assessments payable by unit owners, as determined by the Management Committee.

ARTICLE VIII

INSURANCE

8.1 Types of Insurance: The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah.

(a) Fire and Casualty Insurance: The Association shall obtain a policy or policies of insurance on the Project in such amounts as shall provide for replacement thereof in the event of damage or destruction from the casualty against which such insurance is obtained, which insurance shall be in accordance with coverage customarily maintained by other condominium projects similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association shall deem it appropriate

to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice.

(b) Public Liability and Property Damage Insurance:

The Association shall obtain a broad form of comprehensive liability insurance coverage, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death, and property damage. Coverage shall include without limitation liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation Insurance: The Association shall obtain and maintain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(d) Fidelity Insurance or Bond: The Association shall purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of trustees, officers, and employees, destruction or disappearance of money or securities, and forgery.

BOOK 4924 PAGE 706

8.2 Form of Insurance: Insurance coverage on the Project, insofar as possible, shall be in the following form:

(a) Casualty Insurance: Casualty insurance shall be carried in a form or forms naming the Association as the insured, as trustee for the owners, and such policy or policies shall specify the interest of each owner (owner's name, unit number, and the appurtenant undivided interest in the common areas). Each policy shall provide a standard, noncontributory mortgagee clause in favor of each mortgagee which, from time to time, shall give notice to the Association of its mortgage. Each policy also shall provide that it cannot be cancelled either by the insured or by the insurance company until after fifteen (15) days prior written notice is first given to each owner and to each mortgagee which has requested such notice in writing. The Association shall furnish to each owner, and to each mortgagee requesting the same, a certificate of coverage, including an identification of the owner's interest.

(b) Public Liability and Property Damage Insurance: Public liability and property damage insurance shall name the Association as the insured, as trustee for each owner and for the Declarant (whether or not Declarant is an owner), and shall protect the Association, each owner and the Declarant against liability for acts or omissions of the Association, the owners, the Declarant and all other persons and entities in connection with the ownership,

BOOK 4924 PAGE 707

Plainswood

operation, maintenance or other use of the Project. Each such policy shall provide that it cannot be cancelled either by the insured or by the insurance company until after fifteen (15) days prior written notice to the Association, to each owner and to the Declarant.

(d) Policies: The Association shall secure insurance policies that will provide for the following:

(i) The insurer shall waive subrogation as to any claims against the Association, the Declarant, the Manager, the owners, and their respective servants, agents, and guests;

(ii) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of any one or more individual owners;

(iii) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any trustee, officer or employee of the Association, without a prior demand in writing that the Association cure the defect; and

(iv) Any "no other insurance" clause in the policy or policies on the Project shall exclude individual owners' policies from consideration.

8.3 Additional Coverage: The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

8.4 Adjustment and Contribution: Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual owners or their mortgagees.

8.5 Owner's Own Insurance: Each owner, at his own expense, shall procure and maintain at all times fire and extended coverage insurance covering all furnishings, fixtures, equipment, and improvements located in his unit against loss by fire and other casualties including, without limitation, vandalism and malicious mischief, in an amount equal to at least 80% of the full replacement value thereof. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article, and all proceeds of such insurance shall be used exclusively to repair and replace such furnishings, fixtures, equipment and improvements. Each owner shall provide satisfactory evidence of such casualty insurance to the Association promptly upon request. Notwithstanding

the provisions hereof, each owner may obtain insurance at his own expense providing coverage upon his unit, his personal property, for his personal liability, and covering such other risks as he may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance of the owner's unit and risks associated therewith shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Committee, the Manager, other owners, and their respective servants, agents and guests.

8.6 Review of Insurance: The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may select.

ARTICLE IX

DAMAGE OR DESTRUCTION

9.1 Association as Attorney in Fact: All of the owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or

BOOK 4924 PAGE 710

Plainswood

destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any owner shall constitute an appointment by said grantee of the Association as his attorney in fact as herein provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of the owner which may be necessary or appropriate to exercise the powers herein granted.

9.2 Definition of Repair and Reconstruction: Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each unit and the common areas having substantially the same vertical and horizontal boundaries as before.

9.3 Procedures: In the event any part of the Project is damaged or destroyed, the Association shall proceed as follows:

(a) Estimate of Costs: As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct that part of the Project damaged or destroyed.

(b) Sufficient Insurance: If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall

BOOK 4924
PAGE 711

be carried out. In the event the proceeds of such insurance prove insufficient to pay the actual costs of such repair and reconstruction, the Association shall levy a special assessment sufficient to provide funds to pay such actual costs of repair and reconstruction. Such special assessment shall be allocated and collected as provided in Article VI hereof. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) prove insufficient to pay all actual costs of such repair and reconstruction.

(c) Insufficient Insurance - Less Than 75%

Destruction: If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than 75% of the building is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Article VI hereof. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

BOOK 4924 PAGE 712

(d) Insufficient Insurance - 75% or More

Destruction: If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if 75% or more of the building is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in this paragraph 9.3 if, but only if, within 100 days following the damage or destruction, the owners shall elect by a vote of at least 75% of the total votes of the Association to carry out such repair and reconstruction. If, however, the owners shall not, within 100 days after such damage and destruction, elect by a vote of a least 75% of the total votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

(i) The Project shall be deemed to be owned in common by the owners;

(ii) The undivided interest in the Project owned in common which shall appertain to each owner shall be the percentage of the undivided interest previously owned by such owner in the common areas;

BOOK 4924
PAGE 713

(iii) Any liens affecting any of the units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all owners in a percentage of undivided interest owned by each respective owner in the common areas, as set forth in Exhibit "A," attached hereto, after first paying out of the respective share of each owner, to the extent sufficient for the purpose, all liens on the undivided interest in the Project owned by such owner.

9.4 Repair or Reconstruction: If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as

BOOK 4924
PAGE 714

attorney in fact for the owners, and no consent or other action by any owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored and repaired to substantially the same condition in which it existed prior to the damage or destruction, with each unit and the common areas having the same vertical and horizontal boundaries as before.

9.5 Disbursement of Funds for Repair and Reconstruction:

If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to paragraph 9.3, above, shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the owners in proportion to their respective percentages of ownership of the common areas.

ARTICLE X

CONDEMNATION

10.1 Condemnation: If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking

by power of eminent domain.

10.2 Proceeds: All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Association as herein provided.

10.3 Complete Taking: In the event the entire Project is taken by power of eminent domain, unit ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed to the owners in proportion to their respective undivided interests in the common areas. Such distribution shall be made by check payable jointly to the respective owners and their respective mortgagees, as appropriate.

10.4 Partial Taking: In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award: As soon as practicable, the Association shall, reasonably and in good faith, apportion the condemnation award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the owners as follows:

(i) The total amount apportioned to taking of or injury to the common areas shall be allocated among and distributed to all owners (including

BOOK 4924 PAGE 716

Plainswood

owners whose entire units have been taken) in proportion to their respective undivided interests in the common areas; and

(ii) The total amount apportioned to severance damages shall be allocated and distributed to the owners of those units that have not been taken, in proportion to their respective undivided interests in the common areas.

ARTICLE XI

MORTGAGE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration:

(a) An adequate reserve fund for repair, maintenance and replacement of the common areas and facilities must be established and shall be funded by regular monthly payments rather than by special assessments.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months' estimated common area and facilities charge for each unit.

(c) Any mortgage holder which comes into possession of the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal" or other provision which may exist relating to sale or lease of the unit in the

BOOK 4924 PAGE 717

Plowwood

Project.

(d) Any management agreement for the Project shall be terminable by the Management Committee without cause upon thirty (30) days written notice thereof and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one-year periods.

(e) In the event of damage to or destruction of any unit, which loss exceeds \$1,000.00, or any part of the common areas and facilities, which loss exceeds \$10,000.00, the institutional holder of any first mortgage on a unit shall be entitled to timely written notice to any such damage or destruction. No unit owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

(f) If any unit or portion thereof or the common areas and facilities, or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first mortgage of a unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no unit owner or other party shall have priority over such institutional holder with respect to the distribution of such unit of the proceeds of any award or settlement.

BOOK 4924 PAGE 718

Pinewood

(g) With the exception of a lender in possession of a unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(h) Each holder of a first mortgage lien on a unit who comes into possession of a unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the unit free of any unpaid claims or assessments and charges against the unit which accrued prior to the time such holder comes into possession of the unit, except for claims for pro-rata share of such assessments or charges resulting from a pro-rata re-allocation of such assessments or charges to all units in the Project, including the mortgaged unit.

(i) Any holder of the mortgage is entitled to written notification from the Management Committee of any default by the mortgagor of such unit in the performance

BOOK 4924
PAGE 719

of such mortgagor's obligation under this Declaration which is not cured within 30 days.

(j) Any lien which the Management Committee may have on any unit in the Project for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

(k) Unless at least 75% of the first mortgagees (based on one vote for each mortgage owned) of units have given their prior written approval, neither the Management Committee nor the Association or unit owners shall:

(i) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(ii) Except for the provisions of Article VI, above, change the pro-rata interest or obligations of any unit for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (2) determining the pro-rata share of

ownership of each unit in the appurtenant common areas.

(iii) Partition or subdivide any unit.

(iv) Make any material amendment to this Declaration or to the Articles of Incorporation or By-Laws of the Association, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the common areas, except as provided in paragraph 3.9 relating to conversion of convertible space.

(v) By act or omission, seek to amend, partition, subdivide, encumber, sell or transfer, the common areas and facilities. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities of the Project shall not be deemed a transfer within the meaning of this subparagraph.)

(vi) Use hazard insurance proceeds for losses to any portion of the Project (whether to units or to the common areas and facilities) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or the common areas of the Project.

(vii) Terminate professional management and assume self-management of the Project.

(l) The holders of first mortgages (or trust deeds) shall have the right to examine the books and records of the Project.

(m) Whenever there is a change of ownership of a unit, the Committee shall require that the new unit owner furnish the Committee with the name of the holder of any first mortgage (or trust deed) affecting such unit. The Management Committee or Manager shall maintain a current roster of unit owners and of the holders of first mortgages (or trust deeds) affecting units in the Project.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provisions hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

12.2 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

BOOK 49224 PAGE 722

Pinewood

EXHIBIT "A"

OLD FARM PROFESSIONAL PLAZA

<u>Unit No.</u>	<u>Square Footage</u>	<u>% Undivided Interest</u>
1	1,560	4.2871
2	1,560	4.2871
3	1,679	4.6142
4	1,441	3.9601
5	1,422	3.9079
A	441	1.2119
6	1,257	3.4544
7	3,120	8.5742
9	2,134	5.8646
10	6,174	16.9672
11	7,800	21.4353
(CONVERTIBLE UNITS)	7,800	21.4353
	<hr/>	<hr/>
	36,388	100.0000

CONSENT OF MORTGAGEE

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION (the Mortgagee), a Corporation of the United States, hereby consents to the recordation by Prowswood, Inc., of the "Declaration of Condominium of Old Farm Professional Plaza," a Prowswood Office Condominium (Phase I) and the related Record of Survey Map in the Official Records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer under the Act, this Declaration, or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer.

DATED this 18th day of July, 1979.

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION

By Stephen P. Terry
Its Sr. Vice Pres

ATTEST:

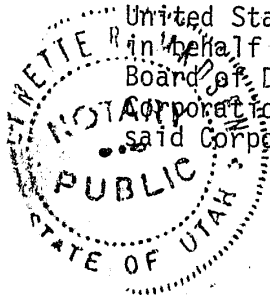
John B. Anderson
Secretary

STATE OF UTAH

: ss.

County of Salt Lake

On this 8th day of August, 1979 personally appeared before me Stephen P. Terry and John B. Anderson who being by me duly sworn, did say that they are the Sr. Vice President and Secretary of Prudential Federal Savings & Loan Association, a corporation of the United States, and that the foregoing instrument was signed by them in behalf of said Corporation by authority of a resolution of its Board of Directors and they each duly acknowledged to me that the said Corporation executed the same and that the seal affixed is the seal of said Corporation.



Lynette R. Madsen
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires: 12-26-82

BOOK 4924 PAGE 725

Prowswood