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APPROVED

JAN 31 1980

Michael V. Highman
CITY RECORDER

Recorded JAN 31 1980 at 3:19 P.M.
Request of Security Title
KATIE L. DIXON, Recorder
Salt Lake County, Utah
8450 [Signature] Deputy
REC. _____

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

OF

3395021

TROLLEY VILLAGE, PHASE I

A CONDOMINIUM PROJECT

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
TROLLEY VILLAGE, PHASE I

a portion of the Project formerly known as
Victoria House Square

A CONDOMINIUM PROJECT

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM, containing covenants, conditions and restrictions relating to Trolley Village, Phase I, a portion of the project formerly known as Victoria House Square, a Condominium Project (the "Project"), is made on the date set forth at the end hereof by MRG, Inc., a Utah corporation, as Declarant and Owner of all of the undivided interest in the common areas and facilities of the Project, pursuant to the Declaration and the Condominium Ownership Act of the State of Utah.

RECITALS

Declarant is the owner of all of the undivided interest in the common areas and facilities of the Project located in Salt Lake County, Utah, upon the following described real property, to-wit:

BEGINNING at a point North 0°02'16" West 145.75 feet from the Southwest corner of Block 8, Plat "B", Salt Lake City Survey and running thence North 0°02'16" West 514.25 feet, to the Northwest corner of said Block 8, thence North 89°57'50" East 86.50 feet; thence South 0°02'16" East 77.75 feet; thence North 89°57'50" East 56.10 feet; thence South 0°02'16" East 87.50 feet; thence North 89°57'50" East 237.90 feet; thence South 0°02'16" East 128.50 feet; thence North 89°57'50" East 279.50 feet to the East line of said Block 8; thence South 0°02'16" East 177.50 feet; thence South 89°57'50" West 445.30 feet; thence South 0°02'16" East 43.00 feet; thence South 89°57'50" West 214.70 feet to the point of BEGINNING.

ALSO, BEGINNING at a point South 0°02'16" East 212.50 feet from the Northeast Corner of Block 8, Plat B, Salt Lake City Survey, and running thence South 0°02'16" East along the East line of said Block 8, 81.25 feet; thence South 89°57'50" West 279.50 feet; thence North 0°02'16" West 128.50 feet; thence South 89°57'50" West 237.90 feet; thence North 0°02'16" West 87.50 feet; thence South 89°57'50" West 16.10 feet; thence North 0°02'16" West 77.75 feet to the North line of said Block 8; thence North 89°57'50" East along said North line 145.75 feet; thence South 0°02'16" East 81.00 feet; thence North 89°57'50" East 57.25 feet; thence North 0°02'16" West 81.00 feet to the North line of said Block 8; thence North 89°57'50" East along said North line 137.75 feet; thence South 0°02'16" East 165.00 feet; thence North 89°57'50" East 102.00 feet; thence South 0°02'16" East 47.50 feet; thence North 89°57'50" East 90.75 feet to the point of BEGINNING.

ALSO, BEGINNING at a point South 89°57'50" West 82.50 feet from the Southeast Corner of Block 8, Plat B, Salt Lake City Survey, and running thence South 89°57'50" West along the South line of said Block 8, 303.00 feet; thence North 0°02'16" West 82.50 feet; thence South 89°57'50" West 274.50 feet to the West line of said Block 8; thence North

0°02'16" West along said West line 63.25 feet; thence North 89°57'50" East 214.70 feet; thence North 0°02'16" West 43.00 feet; thence North 89°57'50" East 445.30 feet to the East line of said Block 8, thence South 0°02'16" East along said East line 65.00 feet; thence South 89°57'50" West 131.50 feet; thence South 0°02'16" East 41.25 feet; thence North 89°57'50" East 49.00 feet; thence South 0°02'16" East 82.50 feet to the point of BEGINNING.

TOGETHER WITH a right-of-way over and across the following-described tract: BEGINNING at a point South 0°02'16" East 212.50 feet from the Northeast corner of Block 8, Plat B, Salt Lake City Survey, and running thence South 89°57'50" West 90.75 feet; thence North 0°02'16" West 16.50 feet; thence North 89°57'50" East 90.75 feet; thence South 0°02'16" East 16.50 feet to the point of BEGINNING.

The following documents relating to the Project have been recorded in the Office of the Salt Lake County Recorder:

- (1) Enabling Declaration of Victoria House Square Condominium Project (Phase No. 1), Entry 2423531, Book 3020, Pages 306-341, Recorded November 29, 1971.
- (2) Amendment to Enabling Declaration of Victoria House Square Condominium Project (Phase No. 1), Entry 2574803, Book 3435, Pages 147-151, Recorded October 10, 1973.
- (3) Enabling Declaration of Victoria House Square Condominium Project (Phase No. 2), Entry 2574805, Book 3435, Pages 152-178, Recorded October 10, 1973.
- (4) Notice of Completion of Victoria House Square Condominium Project (Phase No. 2), Entry 2574807, Book 3435, Pages 179-191, Recorded October 10, 1973.

The prior Phases were merged as noted in the above documents and Declarant now desires to divide the Project into four (4) new Phases for financing purposes, to amend in certain respects and to restate all of the documents relating to this new Phase I of the Project in a single Declaration which will supercede all prior documents. Declarant has also caused a Supplemental Record of Survey Map to be filed concurrently herewith consisting of one (1) sheet representing Phase I of the condominium project prepared and certified by Robert B. Jones, a Utah Registered Land Surveyor. All building floor plans and elevations are shown on the original Victoria House Square Maps referred to in items (1) through (4) above.

The legal description of Phase I of the Project is as follows:

Beginning at a point N0°02'16"W 495.00 feet from the Southwest Corner of Block 8, Plat B, Salt Lake City Survey, and running thence N89°57'50"E 16.50 feet; thence N0°02'16"W 19.50 feet; thence N89°57'50"E 28.0 feet; thence S0°02'16"E 19.50 feet; thence N89°57'50"E 379.20 feet; thence S0°02'16"E 149.95 feet; thence N89°57'50"E 40.0 feet; thence S0°02'16"E 18.0 feet; thence N89°57'50"E 45.60 feet; thence N0°02'16"W 167.95 feet; thence N89°57'50"E 59.95 feet; thence S0°02'16"E 31.0 feet; thence N89°57'50"E 90.75 feet; thence S0°02'16"E 340.25 feet; thence S89°57'50"W 131.50 feet; thence S0°02'16"E 41.25 feet; thence N89°57'50"E 49.0 feet; thence S0°02'16"E 82.50 feet; thence S89°57'50"W 60.40 feet; thence N0°02'16"W 93.42 feet; thence S89°57'50"W 116.20 feet;

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thence $N0^{\circ}02'16''W$ 30.60 feet; thence $S89^{\circ}57'50''W$ 24.10 feet; thence $N0^{\circ}02'16''W$ 64.50 feet; thence $N89^{\circ}57'50''E$ 2.40 feet; thence $N0^{\circ}02'16''W$ 32.90 feet; thence $S89^{\circ}57'50''W$ 162.00 feet; thence $N0^{\circ}02'16''W$ 88.00 feet; thence $S89^{\circ}57'50''W$ 45.20 feet; thence $N0^{\circ}02'16''W$ 141.08 feet to a point of a 15.0 foot radius curve to the left; thence Northwesterly along the arc of said curve 23.56 feet; thence $S89^{\circ}57'50''W$ 94.40 feet; thence $S0^{\circ}02'16''E$ 18.0 feet; thence $S89^{\circ}57'50''W$ 46.0 feet; thence $N0^{\circ}02'16''W$ 18.0 feet; thence $S89^{\circ}57'50''W$ 16.60 feet; thence $N0^{\circ}02'16''W$ 29.50 feet to the point of beginning. Contains 3.583 Acres.

Subject to and together with a 25.0 foot Right of Way Easement 12.50 feet on each side of the following described centerlines (3).

(1) Beginning at a point on the West line of Block 8, said point being $N0^{\circ}02'16''W$ 482.50 feet from the Southwest corner of said Block 8, and running thence $N89^{\circ}57'50''E$ 476.50 feet; thence $S0^{\circ}02'16''E$ 357.98 feet; thence $S89^{\circ}57'50''W$ 292.00 feet; thence $N0^{\circ}02'16''W$ 345.48 feet to a point North 470.12 feet and East 184.19 feet from the said Southwest corner of Block 8.

(2) Beginning at a point $N0^{\circ}02'16''W$ 188.52 feet and $N89^{\circ}57'50''E$ 197.00 feet from the Southwest corner of said Block 8, and running thence $N89^{\circ}57'50''E$ 267.00 feet to a point North 188.81 feet and East 463.88 feet from the said Southwest corner of Block 8.

(3) Beginning at a point $N0^{\circ}02'16''W$ 201.02 feet and $N89^{\circ}57'50''E$ 411.45 feet from the Southwest corner of said Block 8, and running thence $N0^{\circ}02'16''W$ 268.98 feet to a point which is North 470.26 feet and East 411.14 feet from said Southwest corner of Block 8.

Subject to a right of way over and across the following described tract, Beginning at a point $S0^{\circ}02'16''E$ 212.50 feet from the Northeast corner, Block 8, Plat B, Salt Lake City Survey, and running thence $S89^{\circ}57'50''W$ 90.75 feet; thence $N0^{\circ}02'16''W$ 16.50 feet; thence $N89^{\circ}57'50''E$ 90.75 feet; thence $S0^{\circ}02'16''E$ 16.50 feet to the point of beginning.

NOW, THEREFORE, Declarant hereby amends and restates said Declaration as follows:

Declarant has purchased all of the units in the Project and desires by the original documents and by filing this Amended and Restated Declaration and the Supplemental Record of Survey Map of Phase I to submit the above-described real property and the said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Project.

Declarant desires and intends to sell fee title to the individual Units contained in said Condominium Project, together with undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

Declarant intends to divide the above condominium project into four phases with Phase I consisting of 108 units together with the clubhouse, pool and tennis court area. The other three

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phases are existing condominiums on land contiguous with and adjacent to the land included in Phase I and consist of 262 total additional units, 106 units in Trolley Village, Phase II, 108 units in Trolley Village, Phase III and 48 units in Trolley Village, Phase IV. It is Declarant's intent to subject the Additional Property and existing Units into the Trolley Village, Phase I Condominium Project by the filing of an amendment to the Declaration, or by filing such supplemental declarations as are necessary to accomplish that purpose.

DECLARATION

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this Condominium Project which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. Name of the Condominium Project: The name by which the Condominium Project shall be known is Trolley Village, Phase I.

2. Definitions: The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in this Section 2 unless the context otherwise requires.

(a) The words "The Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated 1953, Section 57-8-1, et. seq., as the same may be amended from time to time.

(b) The word "Additional Property" shall mean and refer to any land or an interest therein which may from time to time, be added to the initial Project as an extension thereof under the terms and conditions of this Declaration. Such additional land may include all or part of the following described tracts of land and situate in Salt Lake County, State of Utah, together with all appurtenances thereto, to-wit:

Trolley Village, Phase II.

Beginning at a point N0°02'16"W 495.00 feet from the Southwest corner, Block 8, Plat B, Salt Lake City Survey, and running thence N0°02'16"W 165.00 feet to the Northwest corner of said Block 8; thence N89°57'50"E 86.50 feet; thence S0°02'16"E 77.75 feet; thence N89°57'50"E 40.00 feet; thence N0°02'16"W 77.75 feet; thence N89°57'50"E 145.75 feet; thence S0°02'16"E 81.00 feet; thence N89°57'50"E 57.25 feet; thence N0°02'16"W 81.00 feet; thence N89°57'50"E 137.75 feet; thence S0°02'16"E 165.00 feet; thence N89°57'50"E 42.05 feet; thence S0°02'16"E 167.95 feet; thence S89°57'50"W 45.60 feet; thence N0°02'16"W 18.00 feet; thence S89°57'50"W 40.00 feet; thence N0°02'16"W 149.95 feet; thence S89°57'50"W 379.20 feet; thence N0°02'16"W 19.50 feet; thence S89°57'50"W 28.00 feet; thence S0°02'16"E 19.50 feet; thence S89°57'50"W 16.50 feet to the point of beginning. Contains 1.893 Acres.

Together with and subject to a 25.0 foot right of way easement 12.50 feet on each side of the following described center lines (3).

(1) Beginning at a point on the West line of Block 8, Plat B, Salt Lake City Survey said point being N0°02'16"W 482.50 feet from the Southwest corner of said Block 8 and running

thence N89°57'50"E 476.50 feet; thence S0°02'16"E 357.98 feet; thence S89°57'50"W 292.00 feet; thence N0°02'16"W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the Southwest corner of said Block 8.

(2) Beginning at a point which is N0°02'16"W 188.52 feet and N89°57'50"E 197.00 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey and running thence N89°57'50"E 267.00 feet to a point North 188.81 feet and East 463.88 feet from said Southwest corner.

(3) Beginning at a point which is N0°02'16"W 201.02 feet and N89°57'50"E 411.45 feet from the Southwest corner of Block 8, Plat B Salt Lake City Survey and running thence N0°02'16"W 268.98 feet to a point which is North 470.26 feet and East 411.14 feet from said Southwest corner.

Trolley Village, Phase III.

Beginning at a point N0°02'16"W 82.50 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey, and running thence N0°02'16"W 383.00 feet; thence N89°57'50"E 16.60 feet; thence S0°02'16"E 18.00 feet; thence N89°57'50"E 46.0 feet; thence N0°02'16"W 18.0 feet; thence N89°57'50"E 94.40 feet to a point of a 15.0 foot radius curve to the right, thence Easterly along the arc of said curve 23.56 feet; thence S0°02'16"E 141.08 feet; thence N89°57' 50"E 45.20 feet; thence S0°02'16"E 88.0 feet; thence N89°57'50"E 90.00 feet; thence S0°02'16"E 32.90 feet; thence S89°57'50"W 110.30 feet; thence S0°02'16"E 106.02 feet; thence S89°57'50"W 196.90 feet to the point of beginning. Contains 1.743 Acres.

Subject to and together with a 25.0 foot Right of Way Easement 12.50 feet on each side of the following described centerlines (3).

(1) Beginning at a point on the West line of said Block 8, said point being N0°02'16"W 482.50 feet from the Southwest corner of said Block 8, and running thence N89°57'50"E 476.50 feet; thence S0°02'16"E 357.98 feet; thence S89°57' 50"W 292.00 feet; thence N0°02'16"W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the said Southwest corner of Block 8.

(2) Beginning at a point N0°02'16"W 188.52 feet and N89°57' 50"E 197.00 feet from the Southwest corner of said Block 8, and running thence N89°57'50"E 267.00 feet to a point North 188.81 feet and East 463.88 feet from the said Southwest corner of Block 8.

(3) Beginning at a point N0°02'16"W 201.02 feet and N89° 57'50"E 411.45 feet from the Southwest corner of said Block 8, and running thence N0°02'16"W 268.98 feet to a point which is North 470.26 feet and East 411.14 feet from said Southwest corner of Block 8.

Trolley Village, Phase IV.

Beginning at a point N89°57'50"E 274.50 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey and running thence N0°02'16"W 82.50 feet; thence S89°57' 50"W 77.60 feet; thence N0°02'16"W 106.02 feet; thence

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N89°57'50"E 110.30 feet; thence N0°02'16"W 32.90 feet; thence N89°57'50"E 90.00 feet; thence S0°02'16"E 32.90 feet; thence S89°57'50"W 2.40 feet; thence S0°02'16"E 64.50 feet; thence N89°57'50"E 24.10 feet; thence S0°02'16"E 30.60 feet; thence N89°57'50"E 116.20 feet; thence S0°02'16"E 93.42 feet; thence S89°57'50"W 242.60 feet to the point of beginning. Contains 1.004 Acres.

Together with and subject to a 25.0 foot Right of Way Easement 12.50 feet on each side of the following described centerlines (3).

(1) Beginning at a point on the West line of Block 8, Plat B, Salt Lake City Survey said point being N0°02'16"W 482.50 feet from the Southwest corner of said Block 8 and running thence N89°57'50"E 476.50 feet; thence S0°02'16"E 357.98 feet; thence S89°57'50"W 292.00 feet; thence N0°02'16"W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the Southwest corner of said Block 8.

(2) Beginning at a point which is N0°02'16"W 188.52 feet and N89°57'50"E 197.00 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey and running thence N89°57'50"E 267.00 feet to a point North 188.81 feet and East 463.88 feet from said Southwest corner.

(3) Beginning at a point which is N0°02'16"W 201.02 feet and N89°57'50"E 411.45 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey and running thence N0°02'16"W 268.98 feet to a point North 470.26 feet and East 411.14 feet from said Southwest corner.

The description of the Additional Property as hereinabove set forth is solely for purposes of identification and is not intended and shall not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interest in real property other than the land which this Declaration expressly submits to the provisions of the Act, which land is expressly described above.

(c) The words "Association of Unit Owners" or "Association" shall mean and refer to Trolley Village, Phase I Condominium Owners Association, a Utah non-profit corporation, of which all of the Unit Owners are members. A copy of the Articles are attached hereto as Exhibit "D". The Association shall be governed in accordance with the Articles, Declaration and By-Laws.

(d) The words "Common Areas and Facilities" shall mean and refer to:

- (1) The above-described land;
- (2) That portion of the Property not specifically included in the respective Units as herein defined;
- (3) All foundations, columns, girders, beams, supports, mainwalls, roofs, stairways, exterior walkways, driveways, streets, such recreational areas and facilities as may be provided, yards, fences, service and parking areas and entrances and exits, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;
- (4) Those areas specifically set forth and designated in the Map as "Common Ownership" or "Limited Common Area"; and

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(5) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

(e) The words "Common Expenses" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the Condominium Project as the Association of Unit Owners or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

(f) The word "Condominium" shall mean and refer to the ownership of a single Unit in this Condominium Project together with an undivided interest in the Common Areas and Facilities of the Property.

(g) The words "Condominium Project" or sometimes the "Project" shall mean and refer to the Trolley Village, Phase I, Condominium Project, as defined above, together with all rights, obligations and organizations established by this Declaration. At any point in time the Project shall consist of Phase I and all phases which theretofore have been added to and merged with Phase I.

(h) The word "Declarant" shall mean MRG, Inc., a Utah corporation, which has made and executed this Declaration, and/or its successor which, by either operation of law or through a voluntary conveyance, transfer or assignment, comes to stand in the same relation to the Project as did its predecessor.

(i) The word "Declaration" shall mean this instrument by which the Project is established as a Condominium Project.

(j) The words "Limited Common Areas and Facilities" or "Limited Common Areas" shall mean and refer to those Common Areas and Facilities designated herein or on the Map as reserved for use of a certain Unit to the exclusion of the other Units including some of the parking stalls and carports which are included within the Project and the balcony area associated with certain Units.

(k) The words "Management Committee" or "Committee" shall mean and refer to the committee as provided in the Declaration and the By-Laws hereto attached as Exhibit "A" (which By-Laws are hereby incorporated by reference and made a part of this Declaration). Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

(l) The term "Manager" shall mean and refer to the person, persons or corporation selected by the Management Committee to manage the affairs of the Condominium Project.

(m) The word "Map" shall mean and refer to the Record of Survey Map of Victoria House Square and Supplemental Record of Survey Map of Trolley Village, Phase I, a portion of the project formerly known as Victoria House Square, recorded concurrently herewith by Declarant.

(n) The word "Mortgage" shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

(o) The word "Mortgagee" shall mean and include both the mortgagee under a first mortgage on any Unit and the beneficiary

under a first deed of trust on any Unit, and shall also include MRG, Inc.

(p) The word "Phase" shall mean and refer to each separate step in development of the property which is initiated through the submission of a tract to the terms of the Act by merger of the appropriately entitled condominium into Trolley Village, Phase I. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single tract. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration, and the improvements described in the Map which have been constructed, together constitute a Phase, to-wit: Phase I, of the Trolley Village Condominium Project.

(q) The word "Property" shall mean and include the land, the building, all improvements and structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(r) The word "Unit" shall mean and refer to one of the Units designated as a Unit on 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, 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 part of the Unit and serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit, 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.

(s) The words "Unit Number" shall mean and refer to the number, letter or combination thereof designating the Unit in the Declaration and in the Map.

(t) The words "Unit Owner" or "Owner" shall mean the person or persons owning a Unit in the Project in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

(u) Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. Submission to Condominium Ownership. Declarant hereby submits the above-described Property, tract of land, buildings, and other improvements constructed thereon or hereafter to be constructed,

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together with all appurtenances thereto, to the provisions of the Act as a Condominium Project and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of Declarant that the provisions of the Act shall apply to the Property.

4. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project shall be an enforceable equitable servitude which shall run with the land and this Declaration and its servitudes shall be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

5. Description of Property.

(a) Description of Land. The land is that tract or parcel in Salt Lake County, Utah, more particularly described on the first page of this Declaration.

(b) Description of Improvements. The significant improvements contained or to be contained in the Project include those described in this paragraph (b). The buildings consist of three (3) apartment buildings with first, second and third floors. Each building contains thirty-six (36) Units. There are seventy-two (72) regular single bedroom Units, and thirty-six (36) two bedroom Units with single bath. The Project contains a total of one hundred eight (108) Units. The buildings are constructed principally of concrete foundations with wood frames, slump brick veneer exterior, bartile mansard roofs, interior walls of wood studs and dry wall plaster. There are 108 covered carports assigned to Units and 58 uncovered guest parking stalls. In addition there are 11 uncovered numbered parking stalls held as common area. All Units have a carport. The Project also includes landscaping, swimming pool, tennis courts, a clubhouse and other facilities located substantially as shown in the Map and will be subject to easements which are reserved through the Project as may be required for utility services and use by other Phases.

(c) Description and Legal Status of Units. The Map and/or Exhibit "B" hereto shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

(1) Each Unit has immediate access to a common hallway which is part of the common area and shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner: The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each Unit shall include both the portions of the building that are not Common Areas and Facilities within such boundary lines and the spaces so encompassed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that Unit.

(2) The Units of the Project consist of a kitchen, living room, one or two bedrooms and one bath.

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(d) Common Areas and Facilities. Except as otherwise provided in the Declaration, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not;

(1) All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(2) Driveways, parking areas including guest parking, certain numbered parking stalls and oversized carports, lawns, shrubs, and gardens, tennis courts, swimming pool and recreational areas;

(3) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;

(4) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map;

(5) The Limited Common Areas and Facilities herein described; and

(6) All repairs and replacements of any of the foregoing.

(e) Description of Limited Common Areas and Facilities. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a covered carport and/or stall as the case may be, assigned to each Unit. A few units have balconies which are Limited Common Areas. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated.

6. Alterations. For the two (2) years following the recording hereof, the Declarant reserves the right to change the interior design and interior arrangement of any Unit and to alter the boundaries between Units, so long as the Declarant owns the Units so altered. Any such change shall be reflected by an amendment of this Declaration and of the Map which may be executed by the Declarant alone, notwithstanding the procedures for amendment described in Section 27 of this Declaration. Such change may increase the number of Units and alter the boundaries of the Common Areas and Facilities. If the boundaries between Units are altered or the number of Units increased, in the amendment related thereto the Declarant shall reappportion the percentage of ownership in the Common Areas and Facilities which are allocated to the altered Units on the basis of the change in floorspace which results from the boundary alteration.

7. Statement of Purpose and Restriction on Use.

(a) Purpose. The purpose of the Condominium Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all in accordance with the provisions of the Act.

(b) Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth.

(1) Each of the Units shall be occupied by the Unit Owner, his family, servants or guests as a private residence and for no other purpose. Each carport and/or parking stall appurtenant to a Unit shall be used by the Unit Owner, his family, servants or guests for the parking or storage of motor vehicles or such other items as the Management Committee may approve and for no other purpose. No carport or parking stall shall be used for parking of trailers, mobile homes, boats, snowmobiles or campers which have been detached from trucks without the written consent of the Management Committee. The Common Areas and Facilities shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of all Units within all four Phases.

(2) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the buildings, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which is in violation of any law, ordinance or regulation of any governmental authority.

(3) No Unit Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, radio or television antenna) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee.

(4) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(5) Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the buildings or any part thereof or which would structurally change the buildings or any part thereof except as is otherwise provided herein.

(6) No animals or pets of any kind are to be raised, bred or kept in any Unit or in the Common Areas or Limited Common Areas.

(7) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.

(8) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities with the exception of the numbered parking stalls and carports which are not Limited Common Areas and Facilities which may be leased by the Management Committee.

8. Person to Receive Service of Process. The person to receive service of process in the cases provided herein or in the Act is Greg Schenk, whose address is 731 South 300 East, Salt Lake City, Utah 84102. The said person may be changed by the recordation by the Management Committee of an appropriate instrument.

9. Ownership and Use.

(a) Ownership of a Unit. Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each

Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage expressed in Exhibit "B".

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts and in the form of common tenancy. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Project, shall be subject to the Act, this Declaration, the By-Laws, and all rules and regulations of the Association of Unit Owners and Management Committee.

(c) Prohibition Against Subdivision of Unit. No Unit Owner, except Declarant pursuant to Paragraph 6, by deed plat or otherwise, shall subdivide or in any manner cause the ownership of his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map and no parking stall assigned to any Unit shall be conveyed separately from such Unit.

(d) Ownership of Common Areas and Facilities. The Common Areas and Facilities contained in the Project are described and identified in Section 5(d) of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

(e) Use of Common Areas and Facilities. Except with respect to Limited Common Areas each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to this Declaration and the By-Laws. This right of use shall be appurtenant to and run with each Unit.

(f) Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by determining the ratio between the par value associated with such Unit (as set forth in Exhibit "B") and the aggregate par values of all Units in this Phase of the Project (with such minor adjustments in some or all of the resulting percentage interests as may have been necessary to assure that the total undivided interest respecting the Project equals 100%). These percentages are subject to diminution upon merger with the other Phases to the percentages as set forth on Exhibit "C." Substantially identical Units have been assigned the same par value and the total of all undivided interests equals 100%. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be for all purposes, including voting and assessment of common expenses.

10. Use of Limited Common Areas and Facilities. A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for his Unit shall be subject to and shall be used in accordance with this Declaration and the By-Laws. Any Limited Common Area shall be leased only to persons who reside in the Project or used by the family, servants or guests thereof on a temporary basis.

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

12. Management.

(a) Management Committee. The business, property and affairs of the Project shall be managed, operated and maintained by the Management Committee of the Association as agent for the Unit Owners and as agent for those other persons paying assessments in accordance with paragraph 36. The Management Committee shall have, and is hereby granted, the following authority and powers:

(1) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities; and work performed pursuant to such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Unit must be repaired;

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

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

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

(5) 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;

(6) The power and authority to add any interest in real property obtained pursuant to paragraph (5) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent;

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

(8) 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 Unit Owners.

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

(b) Composition of Management Committee. The Committee shall be composed of nine (9) members. At the first regular Association meeting three (3) Committee members shall be elected for three-year terms, three (3) Committee members shall be elected for two-year terms and three (3) Committee members for one-year terms. At each annual Association meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a three-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the annual Owners meeting held on November 1, 1980, or until Units to which an aggregate of at least three-fourths (3/4) of the undivided ownership interest in the Common Areas and Facilities appertain, exclusive of any interests attributable to Additional Property, have been conveyed by Declarant, whichever occurs first (hereinafter referred to as the "Event"), Declarant alone shall be entitled to select five (5) of the nine (9) Committee members. Notwithstanding the foregoing limitations, until the first annual meeting of the Owners, the members of the Committee, although numbering less than nine (9), shall be the following persons and each shall hold the office indicated opposite his name:

Greg Schenk	President
Lonny Adams	Vice-President
James M. Burgess	Secretary/Treasurer

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his seat. In the event a Committee seat which was filled by Declarant becomes vacant prior to the Event, whether by reason of forfeiture or due to another cause, Declarant shall select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business.

(c) Responsibility. The Management Committee shall be responsible for the control, operation and management of the Project in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

(d) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.

(e) Name. The Management Committee shall be known as the "Trolley Village, Phase I, Condominium Management Committee".

(f) Manager. The Committee may carry out through a Project Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the project which may be entered into by the Management Committee or the Association shall call for a term not exceeding one (1) year renewable by agreement of the parties for successive one-year periods, and shall provide that for cause such management agreement may be terminated by the Management Committee or by the Association upon not in excess of thirty (30) days written notice, and shall provide that such agreement may be terminated by either party without cause upon ninety (90) days written notice and without any payment of a termination fee.

13. Easements.

(a) Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

(b) In the event that, by reason of the construction, reconstruction, repair, settlement, movement or shifting of any part of the building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

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

15. Assessments. Every Unit Owner shall pay his proportionate share of the common expenses. Payment thereof shall be in such amounts and at such times as the Management Committee determines in

accordance with the Act, the Declaration or the By-Laws. There shall be a lien for nonpayment of common expenses as provided by the Act.

No assessment for a single improvement in the nature of a capital expenditure which exceeds the sum of \$5,000 shall be made without the same having been first voted on and approved by at least a majority of the Project's undivided ownership interest.

16. Destruction or Damage. In the event of destruction or damage of part or all of the improvements in the Condominium Project, the procedures of this section shall apply.

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

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Units shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest.

(c) If 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 Unit Owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided ownership interest in the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided ownership interest in the Project, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), as amended from time to time, shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

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

17. Taxes. It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and

special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his Condominium Unit.

18. Insurance.

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

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

(2) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

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

(4) The named insured under each policy required to be maintained by the foregoing items (1) and (2) shall be in form and substance essentially as follows: "Trolley Village, Phase I, Condominium Owners Association, a Utah non-profit corporation or its authorized representative, for the use and benefit of the individual Owners."

(5) Each such policy shall include the standard mortgage clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that

the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

(6) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

(b) Fidelity Insurance. The Management Committee or Association shall at all times maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one hundred and fifty percent (150%) of the Project's estimated annual operating expenses, including reserves. Such fidelity bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

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

(d) General Requirements Concerning Insurance. Each insurance policy or fidelity bond maintained pursuant to the foregoing Sections 18(a) through 18(c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class X or better. No such policy or fidelity bond shall be maintained where: (1) under the terms of the carrier's charter, by-laws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; (2) by the terms of the carrier's charter, by-laws, bond or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by

the Association or Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Committee have no control; (c) coverage may not be cancelled or substantially modified (in mium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right to subrogation it might have as to any and all claims against the Association, the Management Committee, and Unit Owner, and/or their respective agents, employees or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Sections 18(a) through 18(c) hereof cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

(e) Additional Provisions. The following additional provisions shall apply with respect to insurance:

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

(2) The Committee shall have authority to adjust losses.

(3) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(4) Each policy of insurance obtained by the Committee shall, if possible, provide: A waiver of the Insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or of the Manager without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(5) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within thirty (30) days after he acquires such insurance.

(6) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association.

19. Payment of Expenses.

(a) Each Unit Owner shall pay the Management Committee his allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Condominium Project, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim

which the Owner may have against the Management Committee or Association. Each installment shall be due on or before the first day of each month. If the Unit Owner shall fail to pay any installment within five (5) days of the time when the same becomes due, the Owner shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof, together with all costs and expenses, including attorney's fees, incurred in any proceedings brought to collect such unpaid common expenses.

(b) The cash requirements referred to above for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance or bond premiums, common lighting, landscaping, and the care of the grounds, repairs, and renovations to Common Areas and Facilities, and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Project. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It 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.

(c) The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown in Exhibit "B". Such 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 provided by the Management Committee.

(d) The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall as against the Owner be deemed necessary and properly made for such purpose.

(e) If an Owner shall at any time let or sublet his Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid.

(f) Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is 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 following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at twelve percent (12%) per annum, and costs, including reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

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

(2) Encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(g) A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit 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 encumbrancee or prospective Owner or encumbrancee of a Condominium Unit upon request at a reasonable fee not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied within ten (10) days, all unpaid common expenses which became due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrancee holding a lien on a Condominium Unit may pay any unpaid Common Expenses payable with respect to such Condominium Unit and upon such payment such encumbrancee shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

(h) Upon payment of delinquent assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment 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 the 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 or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

(i) In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit and the

plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the Condominium Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Condominium Unit.

(j) Assessment for common expenses shall commence no later than sixty (60) days following the closing of the sale of the first Unit. Declarant shall be liable for seventy percent (70%) of the normal, monthly assessment on each Unit owned by Declarant.

20. Mortgage Protection.

(a) The Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

(b) The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Condominium Unit, and the Mortgagee thereunder which comes into possession of the Condominium Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Condominium Units including the Condominium Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Condominium Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

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

(1) To abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Section 16 hereof in the event of certain destruction or damage);

(2) To partition or subdivide any Unit;

(3) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Areas and Facilities (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas and except as provided in Section 16 hereof in the event of certain destruction or damage);

(4) To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Section 16 hereof in the event of certain destruction or damage;

(5) To change the pro rata interests or obligations of any Unit which apply for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;

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

(7) To alter the provisions of Section 18 hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.

(8) To terminate the professional management of the Project and assume self management by the Association.

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

(e) The Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments on an installment basis against the Units rather than by special assessments.

(f) The Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (a) The Common Areas involving an amount in excess of, or reasonably estimated to be in excess of Ten Thousand Dollars (\$10,000.00); or (b) any Unit involving an amount in excess of or reasonably estimated to be in excess of, One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

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

(h) No amendment to this Section which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Section shall be accomplished by an instrument executed by the Management Committee and filed for

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record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Section as a condition to amendment has been obtained.

21. Eminent Domain. In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of Section 47-8-32.5, Utah Code Annotated (1953), as amended from time to time, shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

22. Maintenance.

(a) Each Owner of a Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit or building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant, or any member of the Unit Owner's family or of the family of any tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit, and the maintenance of limited common patio or balcony except the fences surrounding such areas. Without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit, carports or parking stalls, or in or to the exterior of the buildings, and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located.

(b) Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Units.

23. Right of Entry. The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units and the Limited Common Areas appurtenant thereto in case of an emergency originating in or threatening such Unit or any other party of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units and Limited Common Areas at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

24. Administrative Rules and Regulations. The Management Committee shall have the power to adopt and establish by resolution, such building management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Project. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units.

25. Obligation to Comply with Declaration, By-Laws, Articles, Rules and Regulations. Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the By-Laws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom.

26. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's 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 Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense of liability involved resulted from the willful misconduct, gross negligence or other intentional act of the member.

27. Amendment. In addition to the amendment provisions contained in Section 6 above, but subject to the terms of Section 20, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Committee shall certify that the vote or consent required by this Section has occurred. Notwithstanding any other provision contained herein, until occurrence of the "Event" referred to in paragraph 12(b) hereof no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control accorded to Declarant (in his capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant. Notwithstanding anything in this Declaration to the contrary, no amendment to this Declaration which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effected unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment.

28. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval

of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

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

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

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

29. Declarant's Sales Program. Notwithstanding any other provision in this Declaration, until Declarant ceases to be a Unit Owner or the expiration of four (4) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant:

(a) Declarant shall have the right to maintain four (4) sales office and/or model Units. Such office and/or model Unit may be one or more of the Units owned by Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing.

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

(c) Declarant shall have the right to use the Common Areas and Facilities of the Project to facilitate Unit sales, provided said use is reasonable as to time and manner.

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

30. Limitation on Improvements by Association. Until the Occurrence described in Section 29, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

31. Limitation on Occupancy by Children. The Condominium Project has been designated for adult living. Neither the Units nor the Common Areas and Facilities are designed to accommodate large families or children. No child over four (4) years of age nor under sixteen (16) years of age shall permanently reside in any Unit. No more than two (2) children meeting the age restrictions shall permanently reside in any Unit. Any variation shall be permitted only upon the written approval of the Management Committee and subject to reasonable rules and regulations adopted by the Management Committee.

32. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof shall not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

33. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Condominium Units in the Project title to which is vested in the Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

34. Lease of Units. 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 except an extra parking stall or carport may be leased to another Unit Owner. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the By-Laws attached hereto as Exhibit "A", 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 required to be in writing. Other than the foregoing, there shall be no restriction on the right of any Unit Owner to lease his Unit. The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit.

35. Legal Description of a Unit. Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear in the official records of Salt Lake County, Utah, and in substantially the following form:

Unit _____ in Building _____ as shown in the Record of Survey Map for Trolley Village, Phase I, a portion of the project formerly known as Victoria House Square, a Condominium Project appearing in the Records of the County Recorder of Salt Lake County, Utah, in Book _____ Page _____ of Plats, and as defined and described in the Amended and Restated Declaration of Condominium, appearing in such records in Book _____, Page _____ of Records.

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This conveyance is subject to the provisions of the aforesaid Declaration of Condominium.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas subject to diminution as provided herein, and to incorporate all the rights incident to Ownership of a Unit and all the limitations on such ownership as described in this Declaration.

36. Expansion of the Project.

(a) General Concept of Phases. The purpose of the Declarant's division of the existing Victoria House Square Condominium into four phases entitled Trolley Village Phase I, Trolley Village Phase II, Trolley Village Phase III and Trolley Village Phase IV, is to obtain improved financing for the sale of the individual Units. It is the Declarant's declared intention and purpose that following sale of the Units, the Phases will be merged into Phase I as a single condominium.

(b) Reservation of Option to Expand. Declarant hereby reserves the option to expand the Condominium Project to merge the units in the other three Phases of Trolley Village into the Project. This option to expand shall expire seven (7) years from the effective date of the Declaration unless sooner terminated by Declarant's recorded Waiver of such option, there being no other circumstances which will cause the option to expire prior to said seven years. Such right may be exercised without first obtaining the consent or vote of Unit Owners and shall be limited only as herein specifically provided. Such Units shall be merged into the Project only from Additional Property. The total number of Units in the Project, as expanded, shall not exceed 370 Units, nor shall the total acreage thereof, as expanded, exceed the land as shown on the Maps for Phases I, II, III and IV.

(c) Supplemental Declarations and Supplemental Maps. Such expansion and merger may be accomplished by the filing for record by Declarant in the office of the County Recorder of Salt Lake County, Utah, no later than seven (7) years from the date this Declaration is recorded, a Supplement or Supplements to this Declaration containing a notice that one or more of the condominium developments which contain the Additional Property have been merged into the Project. The supplemental Maps containing the information with respect to the merged Units are being recorded concurrently herewith. The expansion may be accomplished in phases by successive supplements or in one supplemental expansion.

(d) Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. For example, "Property" shall mean the real property initially submitted under the Declaration, plus any Additional Property added to the Project by a Supplemental Declaration or by Supplemental Declarations, and reference to this Declaration shall mean this Declaration as so supplemented. All conveyances of Units after such expansion shall be effective to transfer rights in the Project, as expanded by use of the form of description set forth in Section 35, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Salt Lake County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer and convey to then Owners of Units in the Project as it existed before such expansion the respective undivided interests set forth in Exhibits "B" and "C" hereto in the new Common Areas added to the Project as a result

of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Unit in the Project as it existed, interest so acquired by the Owner of the Unit encumbering the new Common Areas added to the Project as a result of such expansion.

(e) Declaration Operative on New Units. The newly merged Units shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, and the Units therein shall be subject to condominium ownership with all the incidents pertaining thereto as specified herein, upon placing the Supplemental Declaration in the said office of the Salt Lake County Recorder.

(f) Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Unit shall be deemed to irrevocably reserve to the Declarant the power to appoint to Unit Owners, from time to time, the percentages in the Common areas set forth in Supplemental or Amended Declaration. The proportionate interest of each Unit Owner in the Common Areas after any expansion of the Project shall be based on the par value that his Unit bears to the total par value of all Units of the Project as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of the Common Areas in accordance with Supplemental or Amended Declarations recorded pursuant hereto and each deed of a Unit in the Project shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the 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 Common Areas can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Common Areas may be effected more than seven (7) years after the effective date of the Phase I Declaration.

Accordingly, upon the recordation of a Supplemental Declaration incident to any expansion, the revised schedule of undivided interests in the Common Areas contained therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

(g) Undivided Interests in the Common Areas; Disposition of Remainder of Common Areas. The Units are constructed substantially according to the floor plans shown on the Map. The said Units have been assigned par value based on points as shown on Exhibit "B".

For the purpose of such computation it has been assumed that Units to which are attributable a total of 1,000,000 points will be included in the Project, as expanded. The undivided interest in the Common Areas constituting part of any Unit is expressed as a percentage the numerator of which is the number of points attributable to such Unit and the denominator of which is 1,000,000.

If the total number of points attributable to units which shall have been included in the Project within seven (7) years from the effective date of Phase I Declaration shall be fewer than 1,000,000 points, the un conveyed interest in the Common Areas shall

automatically be transferred to and vested in the then-Owners of Units without further conveyance, each Owner to receive a percentage of such un conveyed interest sufficient to make the total percentage of undivided interest of such Owner in the Common Areas equal to a percentage the numerator of which shall be the number of points attributable to the Unit of such Owner and the denominator of which shall be the total number of points attributable to all Units in the Project on the date of such transfer. In such event, Declarant shall record in the office of the County Recorder of Salt Lake County, Utah, a statement of the number of points attributable to Units constructed within that seven year period. Recordation of such statement shall be conclusive evidence of the facts stated therein, but shall not be essential to the transfer.

(h) Operation of Common Areas and Facilities. Trolley Village Phase I contains the recreational facilities which are intended to be available for the perpetual use and enjoyment of all of the Unit Owners in all of the Phases. Pending such time as the individual Phases are merged into a single condominium, each Phase will pay its proportionate share of the expenses incurred and attributable to the operation of the clubhouse, tennis courts, swimming pool, roads and landscaping. The percentage which each Phase will bear of such expenses shall be the total appurtenant percentage of ownership in common areas and facilities of all Units in the Phase divided by the total par value in points of the merged condominium which is 1,000,000. Pursuant to this calculation, the percentages shall be:

<u>Trolley Village Phase I</u>	- 27.0828%
<u>Trolley Village Phase II</u>	- 30.3588%
<u>Trolley Village Phase III</u>	- 27.0828%
<u>Trolley Village Phase IV</u>	- 15.4756%

In addition to the payment by each Phase of its proportion of the above expenses relating to the use of the common recreational facilities, roads and landscape, each Phase will assess the Units within the Phase for common expenses related to the particular Phase based upon each Unit's par value in points divided by the total par value in points of all Units within that Phase.

Notwithstanding anything to the contrary contained herein, until such time as the Phases are merged into a single condominium, the decisions which are made concerning the operation of the common recreational facilities, roads and landscaping shall be made by an Executive Committee of no more than eight persons (two from each Phase), appointed to such committee by the Owners Association of each Phase. Each Phase shall have voting power in the executive committee equal to the percentage set forth above relating to their proportionate payment of the common area expenses. Such Executive Committee shall operate by the same general rules and procedures as provided for the Management Committee.

Until such time as the Phases are merged into a single condominium, the Unit Owners of each Phase shall have reciprocal easements and rights to the common areas within each Phase including rights of ingress and egress through the roads and walkway system and the use of all common areas of each Phase.

(i) Other Provisions Concerning Expansion. If the Project is expanded as hereinbefore contained, then it is further provided that:

(1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all Units must be as shown on the Map.

(2) The different Phases of the Additional Land may be added to the Project at different times without any limitations.

(3) The location, type, kind and nature of improvements on the Additional Land are as shown on the Maps of the Phases with the Units of the type, size and number as shown on the Maps of the Phases.

37. Additional Mortgage Protection.

(a) Any right of first refusal now or hereafter contained in the Declaration shall not impair the rights of a first Mortgagee to: (1) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a Mortgagor; or (3) interfere with a subsequent sale or lease of a Unit so acquired by the Mortgagee.

(b) No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of a first Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

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

39. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

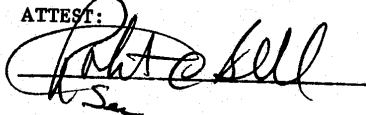
40. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

41. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 4 day of January, 1980.

MRG, INC.

ATTEST:


San

By

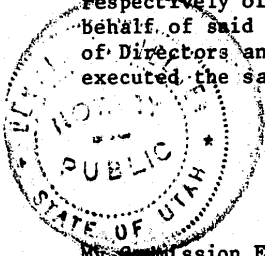
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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 4 day of January, 1980, personally appeared before me Alan Hess. and Robert Bell, who being by me duly sworn, did say that they are the President and Secretary respectively of MRG, Inc. and the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and they duly acknowledged to me that said corporation executed the same.



Shirley L. Underhill
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

6/20/82

CONSENT

The undersigned lienholders against the Property hereby consent to the recording of the above Amended and Restated Declaration of Condominium of Trolley Village, Phase I, a portion of a condominium formerly known as Victoria House Square, a Condominium Project and hereby agree their security interests are subject to said Amended and Restated Declaration, provided, however, that by consenting to such recording none of such lienholders shall be deemed a declarant or developer.

ATTEST:

David L. Baulby
Not. Pub.
[Signature]

PRUDENTIAL FEDERAL SAVINGS AND
LOAN ASSOCIATION

By [Signature]

[Signature]
Boyd Brown

Manuela H. Brown
Manuela H. Brown

[Signature]
Jerome H. Mooney

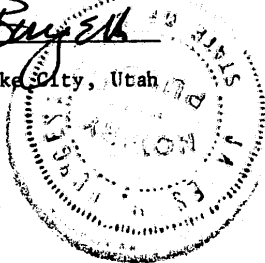
[Signature]
Bonnie S. Mooney

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

On the 3RD day of January, 1980, personally appeared before me HANSON M. CALVERT and DAVID L. BARCLAY, who having been duly sworn, declared that they are the Exec. Vice President and ASST. SECRETARY respectively of Prudential Federal Savings and Loan Association and that the foregoing Consent was signed on behalf of said corporation by authority of its Board of Directors, and each duly acknowledged to me that said corporation executed the same.

James H. Fugate
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



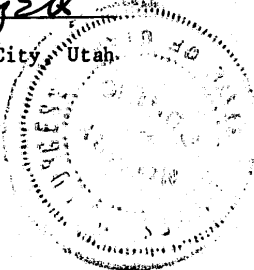
My Commission Expires:

1-3-84

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

On the 3RD day of January, 1980, personally appeared before me BOYD J. BROWN, MANUELA H. BROWN, JEROME H. MOONEY and BONNIE S. MOONEY, the signers of the above instrument who duly acknowledged to me that they executed the same.

James H. Fugate
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



My Commission Expires:

1-3-84

SALT LAKE CITY APPROVAL

On this 31st day of January, 1980, Salt Lake City Corporation, a body politic and corporate of the State of Utah and the Municipality in which TROLLEY VILLAGE, PHASE I, a portion of the project formerly known as VICTORIA HOUSE SQUARE, is located, hereby gives final approval to said project, to the foregoing Declaration, to the Record of Survey Map recorded concurrently herewith and to the attributes of said project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by Laws of Utah, 1975, Chapter 173, Section 18.

SALT LAKE CITY CORPORATION
By [Signature]
Mayor

Attest:
Mildred T. Hughson
Recorder

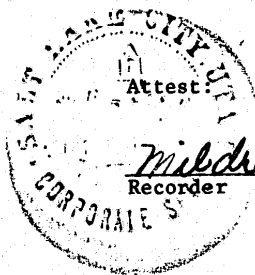


EXHIBIT A

BY-LAWS OF TROLLEY VILLAGE, PHASE I, CONDOMINIUM OWNERS ASSOCIATION,
a Utah non-profit corporation

I. IDENTITY

These are the By-Laws of Trolley Village, Phase I, a Condominium Project, duly made and provided for in accordance with the Act. Any term used herein which is defined in the Declaration to which the By-Laws are appended shall have the meaning ascribed therein.

II. APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of the Project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any of said Units or parts thereof or the Common Areas and Facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

III. ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the Association shall be held at such place within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The first annual meeting of the Association shall be held at the Project on the first Friday in August, 1980. Thereafter, the annual meetings shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Management Committee may by resolution fix the date of the annual meeting on such date or at such other place as the Management Committee may deem appropriate.

3. Special Meetings. Special meetings of the Association may be called at any time by the Management Committee or by Unit Owners who collectively hold at least thirty (30) percent of the total vote. Such meeting shall be held on the Project or such other place as the Management Committee may specify and the notice thereof shall state the date, time and matters to be considered.

4. Notices. Written or printed notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days before the date of the meeting, either personally or by mail to each Unit Owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

5. Quorum. At the meeting of the Association, the Owners of more than fifty (50) percent in the aggregate of interest in the undivided ownership of the Common Areas and Facilities shall constitute a quorum for any and all purposes, except where express provisions of these By-Laws or the Declaration of Condominium require a

vote of more than fifty (50) percent of the Association, in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at the meeting as originally notified.

6. Voting. When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty (50) percent of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Declaration or these By-Laws, a greater vote is required, in which case such express provision shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the secretary at least five (5) days prior to said annual meeting. Proxies for special Unit Owners' meetings must be of record with the secretary at least two days prior to said special meeting.

7. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE

1. Purpose of Powers. The business, property and affairs of the Condominium Project shall be managed and governed by the Management Committee, which for purposes of the Utah Nonprofit Corporation and Cooperative Association Act shall be the same as the "Governing Board" as used in said Act.

2. Election. The Management Committee shall be elected as provided in the Declaration.

3. Vacancies. Vacancies on the Management Committee shall be filled as provided in the Declaration.

4. Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual meeting of the Unit Owners. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the president or the Management Committee may from time to time designate.

5. Special Meetings. Special meetings of the Management Committee shall be held whenever called by the president, vice president, or by two or more members. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place.

6. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the members of the Management Committee then in office.

7. Compensation. Members of the Management Committee as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member of the Management Committee from serving the Project in any other capacity and receiving compensation therefor.

8. Waiver of Notice. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

9. Adjournments. The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

V. OFFICERS

1. Designation and Election. The principal officers of the Management Committee shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

4. President. The president shall be the chief executive of the Management Committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Condominium Project all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Unit Owners and the Management Committee. He shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Project.

5. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Management Committee shall appoint some other member thereof to do so on an interim basis. The vice president

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shall also perform such other duties as shall from time to time be prescribed by the Management Committee.

6. Secretary. The secretary shall keep the minutes of all meetings of the Management Committee and of the Unit Owners; he shall have charge of the books and papers as the Management Committee may direct; and he shall in general, perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may from time to time be designated by the Management Committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the treasurer and in accordance with the reasonable standards of accounting procedures.

2. Report. At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners. Provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing at least seventy-five (75) percent of the undivided interest in the Common Areas and Facilities determine to require the same.

3. Inspection of Books. All books and records at the Association shall be available at the principal office of the Management Committee and may be inspected by any Unit Owner, or his agent or attorney, for any proper purpose at any reasonable time.

VII. BUILDING RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Project and the Management Committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all Unit Owners of the Condominium Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

VIII. AMENDMENT OF THE BY-LAWS

These By-Laws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

IX. OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Management Committee shall be responsible for the maintenance, control, operation and management of the Condominium Project in accordance with the provisions of the Act, the Declaration under which the Condominium Project was established and submitted to the provisions of the Act, these By-Laws and such rules and regulations as the Association of Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

EXHIBIT B

TROLLEY VILLAGE, PHASE I, A CONDOMINIUM PROJECT

Unit #	Type	Limited Common Areas and Facilities Appurtenant		Par Value In Points	Appurtenant % of Ownership in Common Areas and Facilities
		To Unit	Parking Stall #		
	S-Single BR D-Double BR T-Triple BR Bedrooms		Carport#		
Building G					
G1A	D		145	2658	.9814
G2A	S		151	2303	.8504
G3A	S		137	2303	.8504
G4A	S		136	2303	.8504
G5A	S		130	2303	.8504
G6A	D		231	2658	.9814
G7A	D		229	2658	.9814
G8A	S		125	2303	.8504
G9A	S		131	2303	.8504
G10A	S		140	2303	.8504
G11A	S		154	2215	.8177
G12A	D		148	2658	.9814
G1B	D		146	2746	1.0139
G2B	S		152	2392	.8832
G3B	S		138	2392	.8832
G4B	S		133	2392	.8832
G5B	S		128	2392	.8832
G6B	D		227	2746	1.0139
G7B	D		225	2746	1.0139
G8B	S		126	2392	.8832
G9B	S		132	2392	.8832
G10B	S		141	2392	.8832
G11B	S		253	2392	.8832
G12B	D		149	2746	1.0139
G1C	D		147	2835	1.0468
G2C	S		153	2481	.9161
G3C	S		135	2481	.9161
G4C	S		134	2481	.9161
G5C	S		127	2481	.9161
G6C	D		223	2835	1.0468
G7C	D		226	2835	1.0468
G8C	S		224	2481	.9161
G9C	S		129	2481	.9161
G10C	S		139	2481	.9161
G11C	S		142	2481	.9161
G12C	D		150	2835	1.0468
Building H					
H1A	D		174	2658	.9814
H2A	S		248	2303	.8504
H3A	S		170	2303	.8504
H4A	S		252	2303	.8504
H5A	S		265	2303	.8504
H6A	D		268	2658	.9814
H7A	D		163	2658	.9814
H8A	S		160	2303	.8504
H9A	S		157	2303	.8504
H10A	S		166	2303	.8504
H11A	S		169	2215	.8177
H12A	D		173	2658	.9814

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Unit #	Type	Limited Common Areas and Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas and Facilities
		Carport#	Parking Stall #		
H1B	D	175		2746	1.0139
H2B	S	251		2392	.8832
H3B	S	144		2392	.8832
H4B	S	263		2392	.8832
H5B	S	266		2392	.8832
H6B	D	222		2746	1.0139
H7B	D	162		2746	1.0139
H8B	S	159		2392	.8832
H9B	S	156		2392	.8832
H10B	S	165		2392	.8832
H11B	S	168		2392	.8832
H12B	D	172		2746	1.0139
H1C	D	176		2835	1.0468
H2C	S	250		2481	.9161
H3C	S	143		2481	.9161
H4C	S	264		2481	.9161
H5C	S	267		2481	.9161
H6C	D	249		2835	1.0468
H7C	D	161		2835	1.0468
H8C	S	158		2481	.9161
H9C	S	155		2481	.9161
H10C	S	164		2481	.9161
H11C	S	167		2481	.9161
H12C	D	171		2835	1.0468
<u>Building J</u>					
J1A	D	233		2658	.9814
J2A	S	235		2303	.8504
J3A	S	243		2303	.8504
J4A	S	262		2303	.8504
J5A	S	177		2303	.8504
J6A	D	246		2658	.9814
J7A	D	242		2658	.9814
J8A	S	180		2303	.8504
J9A	S	259		2303	.8504
J10A	S	181		2303	.8504
J11A	S	256		2215	.8178
J12A	D	183		2658	.9814
J1B	D	230		2746	1.0139
J2B	S	258		2392	.8832
J3B	S	234		2392	.8832
J4B	S	261		2392	.8832
J5B	S	178		2392	.8832
J6B	D	244		2746	1.0139
J7B	D	245		2746	1.0139
J8B	S	238		2392	.8832
J9B	S	239		2392	.8832
J10B	S	182		2392	.8832
J11B	S	255		2392	.8832
J12B	D	184		2746	1.0139
J1C	D	228		2835	1.0468
J2C	S	257		2481	.9161

Unit #	Type	Limited Common Areas and Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas and Facilities
		Carport#	Parking Stall #		
J3C	S	237		2481	.9161
J4C	S	260		2481	.9161
J5C	S	179		2481	.9161
J6C	D	247		2835	1.0468
J7C	D	240		2835	1.0468
J8C	S	241		2481	.9161
J9C	S	236		2481	.9161
J10C	S	232		2481	.9161
J11C	S	254		2481	.9161
J12C	D	185		2835	1.0468
					<u>100.00</u>

EXHIBIT C

TROLLEY VILLAGE, PHASE I, A CONDOMINIUM PROJECT
Ownership % when all phases merged

Unit #	Type	Limited Common Areas and Facilities Appurtenant		Par Value In Points	Appurtenant % of Ownership in Common Areas and Facilities
		To Unit	Parking Stall #		
	S-Single BR				
	D-Double BR				
	T-Triple BR Bedrooms	Carport#			
<u>Building G</u>					
G1A	D	145		2658	.2658
G2A	S	151		2303	.2303
G3A	S	137		2303	.2303
G4A	S	136		2303	.2303
G5A	S	130		2303	.2303
G6A	D	231		2658	.2658
G7A	D	229		2658	.2658
G8A	S	125		2303	.2303
G9A	S	131		2303	.2303
G10A	S	140		2303	.2303
G11A	S	154		2215	.2215
G12A	D	148		2658	.2658
G1B	D	146		2746	.2746
G2B	S	152		2392	.2392
G3B	S	138		2392	.2392
G4B	S	133		2392	.2392
G5B	S	128		2392	.2392
G6B	D	227		2746	.2746
G7B	D	225		2746	.2746
G8B	S	126		2392	.2392
G9B	S	132		2392	.2392
G10B	S	141		2392	.2392
G11B	S	253		2392	.2392
G12B	D	149		2746	.2746
G1C	D	147		2835	.2835
G2C	S	153		2481	.2481
G3C	S	135		2481	.2481
G4C	S	134		2481	.2481
G5C	S	127		2481	.2481
G6C	D	223		2835	.2835
G7C	D	226		2835	.2835
G8C	S	224		2481	.2481
G9C	S	129		2481	.2481
G10C	S	139		2481	.2481
G11C	S	142		2481	.2481
G12C	D	150		2835	.2835
<u>Building H</u>					
H1A	D	174		2658	.2658
H2A	S	248		2303	.2303
H3A	S	170		2303	.2303
H4A	S	252		2303	.2303
H5A	S	265		2303	.2303
H6A	D	268		2658	.2658
H7A	D	163		2658	.2658
H8A	S	160		2303	.2303
H9A	S	157		2303	.2303
H10A	S	166		2303	.2303
H11A	S	169		2215	.2215
H12A	D	173		2658	.2658

Unit #	Type	Limited Common Areas and Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas and Facilities
		Bedrooms	Carport#		
H1B	D	175		2746	.2746
H2B	S	251		2392	.2392
H3B	S	144		2392	.2392
H4B	S	263		2392	.2392
H5B	S	266		2392	.2392
H6B	D	222		2746	.2746
H7B	D	162		2746	.2746
H8B	S	159		2392	.2392
H9B	S	156		2392	.2392
H10B	S	165		2392	.2392
H11B	S	168		2392	.2392
H12B	D	172		2746	.2746
H1C	D	176		2835	.2835
H2C	S	250		2481	.2481
H3C	S	143		2481	.2481
H4C	S	264		2481	.2481
H5C	S	267		2481	.2481
H6C	D	249		2835	.2835
H7C	D	161		2835	.2835
H8C	S	158		2481	.2481
H9C	S	155		2481	.2481
H10C	S	164		2481	.2481
H11C	S	167		2481	.2481
H12C	D	171		2835	.2835
<u>Building J</u>					
J1A	D	233		2658	.2658
J2A	S	235		2303	.2303
J3A	S	243		2303	.2303
J4A	S	262		2303	.2303
J5A	S	177		2303	.2303
J6A	D	246		2658	.2658
J7A	D	242		2658	.2658
J8A	S	180		2303	.2303
J9A	S	259		2303	.2303
J10A	S	181		2303	.2303
J11A	S	256		2215	.2215
J12A	D	183		2658	.2658
J1B	D	230		2746	.2746
J2B	S	258		2392	.2392
J3B	S	234		2392	.2392
J4B	S	261		2392	.2392
J5B	S	178		2392	.2392
J6B	D	244		2746	.2746
J7B	D	245		2746	.2746
J8B	S	238		2392	.2392
J9B	S	239		2392	.2392
J10B	S	182		2392	.2392
J11B	S	255		2392	.2392
J12B	D	184		2746	.2746
J1C	D	228		2835	.2835
J2C	S	257		2481	.2481

Unit #	Type	Limited Common Areas and Facilities Appurtenant To Unit		Par Value In Points	Appurtenant % of Ownership in Common Areas and Facilities
		Bedrooms	Carpport#		
J3C	S		237	2481	.2481
J4C	S		260	2481	.2481
J5C	S		179	2481	.2481
J6C	D		247	2835	.2835
J7C	D		240	2835	.2835
J8C	S		241	2481	.2481
J9C	S		236	2481	.2481
J10C	S		232	2481	.2481
J11C	S		254	2481	.2481
J12C	D		185	2835	.2835

EXHIBIT D

ARTICLES OF INCORPORATION

OF

TROLLEY VILLAGE, PHASE I CONDOMINIUM OWNERS ASSOCIATION

The undersigned natural person over the age of twenty-one (21) years, acting as incorporator of a corporation under the Utah Nonprofit Corporation and Cooperative Association Act, adopts the following Articles of Incorporation for such corporation and certifies:

ARTICLE FIRST

Name: The name of this corporation is Trolley Village, Phase I, Condominium Owners Association, hereinafter called the Association.

ARTICLE SECOND

Duration: This corporation shall exist perpetually unless sooner dissolved by law.

ARTICLE THIRD

Purposes: The purpose or purposes for which the Association is organized are:

- a. To provide an entity for the operation of Trolley Village, Phase I, a portion of a project formerly known as Victoria House Square, a condominium project.
- b. To have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles.
- c. To have all of the powers and duties set forth in the Utah Condominium Ownership Act except as limited by these Articles and the Declaration of Condominium, hereinafter called the Declaration, and all

- of the powers and duties reasonably necessary to operate the condominium as set forth in the Declaration and as it may be amended from time to time.
- d. To have the power to purchase an apartment unit or other unit of the condominium.
 - e. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.
 - f. To do each and everything necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of this corporation, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees or otherwise, either alone or in conjunction with any other person, association or corporation.
 - g. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the general powers of the corporation, and the enjoyment and exercise thereof, as conferred by the laws of the State of Utah; and it is the intention that the purposes and powers specified in each of the paragraphs of this Article Third shall be regarded as independent purposes and powers.

ARTICLE FOURTH

Members. The members of the Association shall consist of all persons owning a Unit in the condominium project, in fee simple as shown in the records of the County Recorder of Salt Lake County, Utah. No mortgagee or a beneficiary or trustee under a deed of trust shall be a member unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

The members of the Association shall be entitled to at least one vote for each apartment unit owned by them. The exact number of votes to be cast by owners of an apartment unit and the manner of exercising voting rights shall be determined by the Declaration and the Bylaws.

ARTICLE FIFTH

Amendment. These Articles of Incorporation may be amended by the affirmative vote of two-thirds of the votes entitled to vote on each such amendment.

ARTICLE SIXTH

Initial Registered Office and Agent: The address of this corporation's initial registered office is 731 South 300 East, Salt Lake City, Utah. The name of the initial registered agent at such address is Greg Schenk.

ARTICLE SEVENTH

Management Committee. The affairs of the Association will be managed by a Management Committee consisting of the

number of members as shall be determined by the Bylaws and Declaration, but not less than three members.

Committee Members of the Association shall be elected and removed, and vacancies shall be filled in the manner provided by the Declaration and Bylaws. The names and addresses of persons who are to serve as Committee Members until the first annual meeting of Unit Owners or until their successors are elected and qualify, are:

James M. Burgess	731 South 300 East Salt Lake City, Utah 84102
Lonny E. Adams	731 South 300 East Salt Lake City, Utah 84102
Greg Schenk	731 South 300 East Salt Lake City, Utah 84102

Indemnification. Every Committee Member and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Committee Member or officer of the Association, or any settlement thereof, whether or not he is a Committee Member or officer at the time such expenses are incurred, except in such cases wherein the Committee Member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Committee Member or officer may be entitled.

ARTICLE NINTH

Incorporator. The name and address of the Incorporator is:

Greg Schenk 731 South 300 East
Salt Lake City, Utah 84102

IN WITNESS WHEREOF, I hereunto sign and verify in duplicate these Articles of Incorporation this 30th day of JANUARY, 1980.

Greg Schenk

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

I, hereby certify that on this 30th day of JANUARY, 1980, personally appeared before me Greg Schenk, who, being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator, that he is of the age of twenty-one (21) years or more, and that the statements therein contained are true.

James H. Bury
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

1-3-84



ADDENDUM TO DECLARATION

Notwithstanding anything to the contrary in this Declaration, the Bylaws or Articles of Incorporation:

1. Any change to the structures, boundary arrangement of the individual Units, and in particular, any changes in the number of Units and any amendments to the Record of Survey Map, must comply with applicable building and zoning ordinances of Salt Lake City, Utah.

2. Parking designated as guest parking on the Supplemental Record of Survey Map, shall remain unassigned and available for guest parking. All other parking stalls or carports not a part of the limited common areas and facilities which may be available for lease, must be leased to owners or tenants within the projects.

3. Any signs or similar devices or any separate structures or facilities for assisting Declarant's sales efforts, must comply with applicable zoning ordinances.

4. Any Units used by Declarant as model units or common facilities for initial sales, must revert to use as residential units and may not be used thereafter for office or non-residential uses if prohibited by applicable zoning ordinances.

IN WITNESS WHEREOF, the Declarant has executed this Addendum to Declaration this 28 day of January, 1980.

MRG, INC.

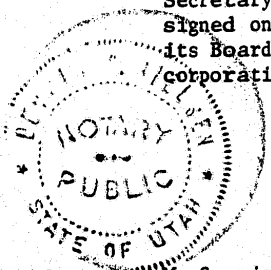
Attest: [Signature]

By: [Signature]

Its: [Signature]

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

On the 28 day of January, 1980, personally appeared before me [Signature] and [Signature], who being by me duly sworn, did say that they are the President and Secretary respectively of MRG, INC. and the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and they duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:
6/30/82