

MAIL TO - PRUDENTIAL FEDERAL SAVINGS  
107 EAST 3300 SOUTH STATE  
SALT LAKE CITY, UTAH 84115

*Alvin Guy Frost*

*Scott Duckworth*  
Scott Duckworth

REF  
SECURITY TITLE CO.

DEC 29 4 42 PM '82

KATH  
RECORDING  
SALT LAKE COUNTY  
UTAH

3744000

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF OLD FARM PROFESSIONAL PLAZA

THIS FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF OLD FARM PROFESSIONAL PLAZA is made and entered into or consented to (as the case may be) as of the 1st day of December 1982 by PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized under the laws of the United States of America ("Prudential Federal"), as an owner, and by each of the other parties hereafter executing this Amendment as an owner or as a mortgagee (as the case may be).

Recitals:

A. The Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah on August 16, 1979 as Entry No. 3323407 in Book 4924 at Page 691. The First Amendment to Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah, on October 23, 1979 as Entry No. 3354645 in Book 4970 at Page 841. The Second Amendment to Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah, on March 10, 1980 as Entry No. 3408819 in Book 5063 at Page 105. The Third Amendment to Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah, on June 30, 1980 as Entry No. 3448595 in Book 5117 at Page 937. The Fourth Amendment to Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah, on August 12, 1982 as Entry No. 3701604 in Book 5402 at Page 1222. The Declaration and the First Amendment, Second Amendment, Third Amendment and Fourth Amendment are herein referred to, collectively, as the "Condominium Declaration." To the extent not inconsistent with the terms and provisions hereof, the terms used herein shall have the same meanings as set forth in the Condominium Declaration.

B. The Record of Survey Map of Old Farm Professional Plaza Condominium was recorded in the Office of the Recorder of Salt Lake County, Utah, on August 16, 1979. An Amended Record of Survey Map of Old Farm Professional Plaza Condominium was recorded in the Office of the Recorder of Salt Lake County, Utah, on October 23, 1979. A further Amended Record of Survey Map of Old Farm Professional Plaza Condominium was recorded in the Office of the Recorder of Salt Lake County, Utah, on March 10, 1980. A further Amended Record of Survey Map of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah on

SECURITY TITLE CO.  
No. 217656

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June 30, 1980. Additionally, an Amendment to Record of Survey Map was recorded in the Office of the Recorder of Salt Lake County, Utah, on August 12, 1982. The Record of Survey Map, as so amended, is herein referred to as the "Map."

C. By virtue of the Condominium Declaration and the Map, as identified in items A and B above, there currently exists a condominium project known as the Old Farm Professional Plaza Condominium (the "Project").

D. Prudential Federal is the owner of Unit No. 11B in the Project. It is the desire of Prudential Federal to create from Unit No. 11B separate and complete Condominium Units (in a manner consistent with most of the Condominium Units in the Project), and to cause the remainder of the space presently constituting Unit No. 11B to become "convertible space" which may be converted into one or more additional Units. Section 3.10 of the Condominium Declaration provides that the Unit Owners shall have the right to amend the Condominium Declaration and/or the Map upon the approval and consent of Owners of Units to which is appurtenant at least two-thirds of the undivided ownership interests in the Common Areas and Facilities of the Project, which consents shall be by duly executed and recorded instruments. Article XI(k) of the Condominium Declaration requires the consent of the holders of at least seventy-five per cent (75%) of the first Mortgages (based on one vote for each Mortgage owned) of Units, to the partition or subdivision of any Unit or to any material amendment to the Condominium Declaration. The requisite number of Owners and Mortgagees are desirous of consenting to and approving the creation of new Unit No. 11B and the Convertible Space (as defined in Section 4) from Unit No. 11B, and the amendment of the Condominium Declaration and the Map in connection therewith.

Agreement:

NOW THEREFORE, the undersigned parties do hereby consent and agree as follows:

1. Parties Joining in Amendment. The signatories to this Amendment are comprised of the following parties who, taken collectively as of the date this Amendment is filed for record, constitute (i) the Owners of Units to which is appurtenant at least two-thirds of the undivided interests in the Common Areas and Facilities of the Project, and (ii) the holders of at least seventy-five per cent (75%) of the first Mortgages (based on one vote for each Mortgage owned) on Units in the Project.

(a) Prudential Federal in its capacity as Owner of Unit No. 11B and as Mortgagee of Units Nos. 1,3,7,10,13,14 and 15;

(b) Owners of Units in the Project (other than Prudential Federal), (the name of each such Owner and the Unit in which such Owner has an interest, are set forth in that portion of this Amendment which is reserved for signatures); and

(c) First Mortgagees of Units in the Project (other than Prudential Federal), (the name of each such Mortgagee and the Unit(s) in which it has an interest, are set forth in the portion of this Amendment which is reserved for signatures).

2. Amendment of Condominium Declaration. Attached hereto, and by this references made a part hereof, is an amended Exhibit "A" which changes present Unit No. 11B to create a new Unit No. 11B from a portion of prior Unit No. 11B and designates the remainder of prior Unit No. 11B as Convertible Space and, further, designates and specifies the sizes of such Unit 11B and the Convertible Space and the percentage of undivided interest in the Common Areas and Facilities of the Project represented by such Unit 11B and the Convertible Space. Amended Exhibit "A" shall, effective upon recordation hereof, constitute an amendment to the Condominium Declaration, and shall completely supplant, supercede and replace the existing Exhibit "A."

3. Amendment of Record of Survey Map. Concurrently with the recordation of this Amendment there shall be filed for record in the Office of the Recorder of Salt Lake County, Utah an amendment to the Record of Survey Map of Old Farm Professional Plaza Condominium, consisting of two sheets, prepared and certified by Robert B. Jones (a duly registered Utah Land Surveyor holding Certificate No. 1525), executed and acknowledged by Prudential Federal, as attorney-in-fact for the Owners and the Mortgagees executing this Amendment, and approved by Salt Lake County. Said amended map is hereinafter referred to as the "Amended Map." The Amended Map describes and depicts the external boundaries of the Project, the location of the building in which Unit No. 11B and the Convertible Space are located, and the configurations of said Unit 11B and the Convertible Space. The Amended Map also indicates the locations of the Limited Common Areas and Facilities which are reserved for the use of Units No. 11B and the Convertible Space. The Amended Map will be substantially as set forth in Exhibit "B" attached hereto and by this reference made a part hereof.

4. The Convertible Space.

(a) "Convertible Space" shall mean and refer to the individual air space which is designated as a Convertible Space on the Amended Map and in Exhibit "B" attached hereto and which may in whole or part be converted into one or more Units and/or Common

Areas and Facilities, including (but not limited to) Limited Common Areas and Facilities, in accordance with the Utah Condominium Ownership Act ("Act") and this Amendment. Any Convertible Space and any portion of a Convertible Space which has not been so converted shall be treated for all purposes as, and shall be deemed to be, a single Unit until and unless so converted and the Act and this Amendment shall be deemed applicable to any such Convertible Space or portion thereof as though the same were a Unit.

(b) A Convertible Space, or the portion or portions thereof concerned, shall be deemed converted into Unit(s) and/or Common Areas as set forth in this Amendment at such time as supplements to this Declaration and to the map containing the information, and executed or consented to by the parties, required by this Amendment and the Act have been recorded with respect to such Convertible Space, or the portion or portions thereof concerned. After the recordation of such supplements, title to each new Unit thereby created from the Convertible Space (or portion or portions thereof) concerned and its appurtenant undivided ownership interest in the Common Areas shall be vested in and held by the person(s) who constituted the Owner(s) of the Convertible Space concerned at the time of such recordation (in the same manner in which such person(s) held title to such Convertible Space at the time of or title to or interest in such new Unit or its appurtenant undivided ownership interest in the Common Areas. If at the time conversion of a Convertible Space (or portion or portions thereof) occurs there is of record a mortgage, deed of trust, or other such instrument which covers such Convertible Space, then such mortgage, deed of trust, or other such instrument shall, upon the conversion of the Convertible Space (or portion or portions thereof) concerned and whether or not such mortgage, deed of trust, or other such instrument does so by its terms, automatically cover, encumber, and include such new Unit thereby created from such Convertible Space and such new Unit's appurtenant undivided ownership interest in the Common Areas. Nothing herein shall prevent the granting of a mortgage, deed of trust, or other such instrument on any new Condominium Unit produced by the conversion of a Convertible Space (or portion or portions thereof), but any such mortgage, deed of trust, or other such instrument shall be subject and inferior to the lien on or interests in such Condominium Unit which are contemplated by the immediately preceding sentence.

(c) The Owner of any Convertible Space shall have the sole power and authority to convert, and shall be deemed to be the Declarant for the purpose of converting, such Convertible Space and each and any portion thereof into Units and/or Common Areas as set forth in this Amendment subject, however, to the limitations and provisions contained in this Amendment and in the Act. For

purposes of this Amendment, the Owner of a Convertible Space who undertakes any conversion of such Convertible Space or any portion or portions thereof, is referred to as the "Converter." Said right, power, and authority as regards any particular Convertible Space shall be an appurtenance of the Convertible Space in question, may not be separated from the ownership of such Space, and shall be automatically transferred to and held by any successor in title who becomes the Owner of such Convertible Space.

(d) Subject to the limitations and provisions set forth in this Amendment and in the Act, the Converter of any Convertible Space may, at any time and from time to time, convert such Convertible Space, or any portion or portions thereof, into one or more Units and/or into Common Areas (including Limited Common Areas) by executing, acknowledging, and recording (in the office of the County Recorder of Salt Lake County, Utah) supplements to the Condominium Declaration and Map which comply with the following provisions and requirements and which, when taken together, contain all of the following information and other materials:

(i) Data sufficient to identify this Condominium Declaration, as recorded, and the Map, as recorded.

(ii) The Number of the Convertible Space (or remaining portion(s) thereof) which, in whole or in part, is being converted.

(iii) The supplement in question to the Map shall be such as to comply with the requirements of Section 57-8-13(3) of the Act.

(iv) The supplement in question to this Condominium Declaration shall be such as to comply with the requirements of Section 57-8-13.4(2) of the Act.

(v) The Unit Number of each new Unit which is being created from the Convertible Space (or from the remaining portion(s) thereof) and any other data necessary for the proper identification of each such new Unit. (The Unit Number ascribed to each such Unit must be different than any number used to identify any of the Convertible Space in the Project, any of the Units then included in the Project, any Building in the Project, any Limited Common Area then included in the Project, and any Limited Common Area which is being created through the conversion in question.)

(vi) The Size of each new Unit which is being created from the Convertible Space (or from the remaining portion(s) thereof).

(vii) The Size of the remaining portion(s) of the Convertible Space, if the Convertible Space in question is not being converted in its entirety in connection with the conversion involved.

(viii) The percentage of undivided ownership interest in the Common Areas of the Project which, upon the conversion, shall appertain to: (A) Each new Unit being created from the Convertible Space (or from the remaining portion(s) thereof); and (B) The remaining portion(s) of the Convertible Space (if the Convertible Space in question is not being converted in its entirety in connection with the conversion involved). Such percentages of undivided ownership interest shall be determined by reallocating, to and among the new Unit(s) and the remaining portion(s) of the Convertible Space contemplated by the preceding items (A) and (B), the percentage of undivided ownership interest which immediately prior to the conversion appertained to the Convertible Space in question (or to the remaining portion(s) of the Convertible Space in question). Such reallocation shall be accomplished in accordance with the ratio between the size of each new Unit or the size of the remaining portion(s) of the Convertible Space contemplated by the preceding items (A) and (B) and the aggregate size of all new Unit(s) and of the remaining portion(s) of the Convertible Space contemplated by said items (A) and (B), but with such minor adjustments in some or all of the resulting percentage interests as may be necessary for the purpose, but only for the purpose, of assuring that the aggregate of the percentages resulting from such reallocation is exactly the same as the percentage interest which previously appertained to the Convertible Space (or the remaining portion(s) thereof).

(ix) A description of the Common Areas, if any, which are being created from the Convertible Space (or from the remaining portion(s) thereof).

(x) A description of the Limited Common Areas, if any, which re being created from the Convertible Space (or from the remaining portion(s) thereof).

(xi) A designation of the Unit or Units to which shall appertain exclusive use of each of the newly created Limited Common Areas contemplated by the preceding paragraph (x).

(xii) A designation of the Unit or Units to which shall appertain, after accomplishment of the conversion in question, exclusive use of each of the Limited Common Areas which, immediately prior to such conversion, were appurtenant to the Convertible Space (or remaining portion(s) thereof) which in whole or in part is being converted.

(xiii) The supplement in question to the Map and the supplement in question to the Condominium Declaration must each have appearing thereon and as a part thereof legend(s), executed and acknowledged by or on behalf of each and every mortgagee and trust deed beneficiary contemplated by paragraph (e) below, whereby each such mortgagee or beneficiary consents to the conversion accomplished by such supplements and consents to the recordation of the supplement on which such legend(s) appear(s).

Upon recordation of the supplements contemplated by the foregoing to the Condominium Declaration and Map, the information contained therein shall become effective for all purposes and such supplements shall automatically supplement the Condominium Declaration, the Map, and any other similar supplements previously recorded. At any point in time, the Condominium Declaration and the Map for the project shall consist of the Condominium Declaration and the Map, as amended, expanded, and supplemented by all amendments and supplements theretofore recorded pursuant to the terms hereof.

(e) In order for the conversion of any Convertible Space (or of any portion(s) thereof) to be accomplished or effective, the supplements to the Map and to the Condominium Declaration which are recorded in order to effect such conversion must each have appearing thereon and as a part thereof legend(s), executed and acknowledged by or on behalf of each and every mortgagee and trust deed beneficiary which holds a recorded mortgage or a recorded deed of trust that covers the Convertible Space (or the remaining portion(s) of the Convertible Space) that is the subject of the conversion, whereby each such mortgagee or beneficiary consents to the conversion accomplished by such supplements and consents to the recordation of the supplement on which such legend(s) appear(s).

5. Effective Date. The effective date of this Amendment and of the Amended Map shall be the date on which both of said documents are filed for record in the Office of the Recorder of Salt Lake County, Utah.

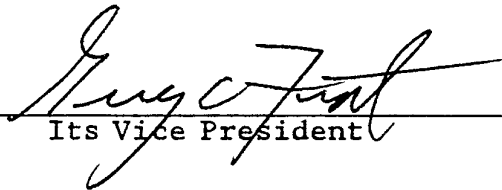
6. Power of Attorney. Each of the undersigned (other than Prudential Federal) who is an Owner or Mortgagee of a Unit in the Project, by the execution of this Amendment, hereby constitutes and appoints Prudential Federal, with full power of substitution, as his attorney in fact with power and authority to act for the undersigned and in his name and in his behalf in executing, acknowledging, swearing to, filing and recording the Amended Map which is referred to in Section 3 of this Amendment, together with any and all such instruments or documents as may be deemed necessary or desirable by Prudential Federal to carry out fully the

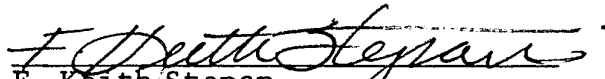
provisions of this Amendment in accordance with its terms. The Power of Attorney granted hereby shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive the death, disability, bankruptcy, dissolution or insanity of the undersigned.

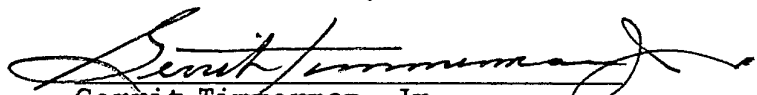
7. Miscellaneous. Except as expressly provided herein, and as amended by the terms hereof, all other terms and conditions of the Condominium Declaration and the Map shall continue in full force and effect. If the application of any provision hereof to specific circumstances so requires, the masculine or neuter genders when used herein shall include both other genders, the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

PRUDENTIAL FEDERAL SAVINGS AND  
LOAN ASSOCIATION

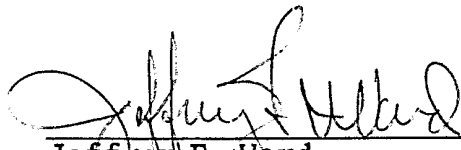
By   
Its Vice President

  
F. Keith Stepan  
(as an Owner of Unit 1)

  
Gerrit Timmerman, Jr.  
(as an Owner of Unit 1)

  
Gary J. Margetts  
(as Owner of Unit 2)





Jeffrey F. Ward  
(as Owner of Unit 4)

CIRCLE OAKS INVESTMENT COMPANY  
(as Owner of Unit 5)

By   
General Partner

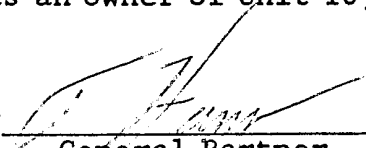
RASMUSSEN INVESTMENT COMPANY  
(as an Owner of Unit 9)

By   
General Partner

VOORHEES ENTERPRISES, LTD.  
(as an Owner of Unit 9)

By   
General Partner

ARLINGTON INVESTMENT COMPANY  
(as an Owner of Unit 10)

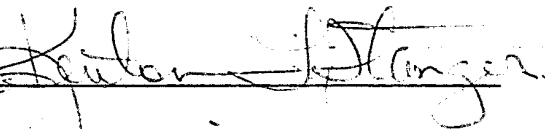
By   
General Partner

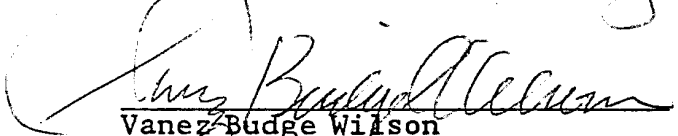
SONKENS RESOURCES  
(as an Owner of Unit 10)

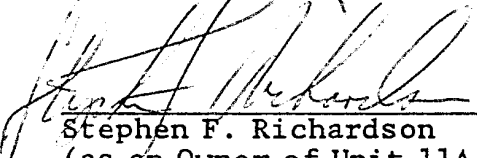
By   
General Partner

BALANCE SECURITY CORPORATION  
OF AMERICA  
(as Owner of Unit 7)

By



  
Vanez Budge Wilson  
(as an Owner of Unit 11A)

  
Stephen F. Richardson  
(as an Owner of Unit 11A)

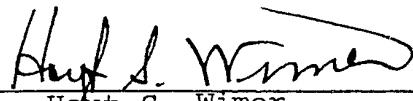
DENKAR ASSOCIATES  
(as Owner of Unit 11C)

By

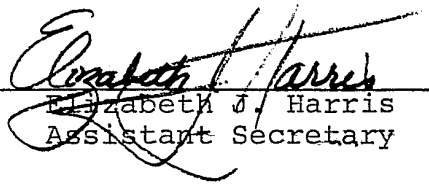
  
General Partner

SURETY LIFE INSURANCE COMPANY  
(as Mortgagee of Units 4, 5, A  
& 9)

By

  
Hoyt S. Wimer,  
Assistant Vice President

By

  
Elizabeth J. Harris  
Assistant Secretary

AMENDED  
EXHIBIT "A"

(December 1, 1982)

OLD FARM PROFESSIONAL PLAZA

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>% UNDIVIDED INTEREST</u>
1	1,560	4.2871
2	1,560	4.2871
3	1,679	4.6142
4	1,441	3.9601
5	1,422	3.9079
A	441	1.2119
6	1,257	3.4544
7	1,257	8.5742
9	2,134	5.8646
10	6,174	16.9672
11A	2,089	5.7409
11B	979	2.6922
Convertible Space	3,172	8.7154
11C	1,560	4.2871
12	780	2.1436
13	780	2.1436
14	4,680	12.8614
15	1,560	4.2871
		<u>100.0000</u>

STATE OF UTAH

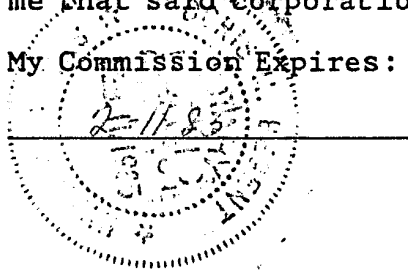
COUNTY OF SALT LAKE

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ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Guy Frost who being by me first duly sworn, did say that he is the Vice President of Prudential Federal Savings and Loan Association and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Guy Frost further acknowledged to me that said corporation executed the same.

My Commission Expires:



W. M. Bequest  
Notary Public  
Residing at Salt Lake City, Ut

STATE OF UTAH

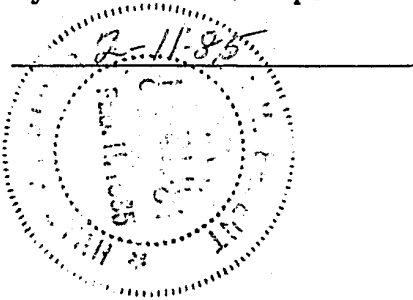
COUNTY OF SALT LAKE

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ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Gerrit Timmerman, Jr., the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

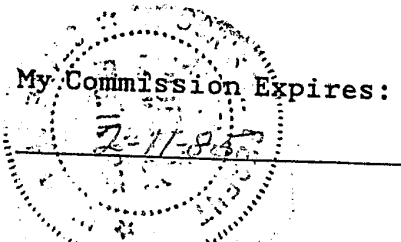


W. M. Bequest  
Notary Public  
Residing at Salt Lake City, Ut

STATE OF UTAH ]  
COUNTY OF SALT LAKE ] ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me F. Keith Stepan, the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

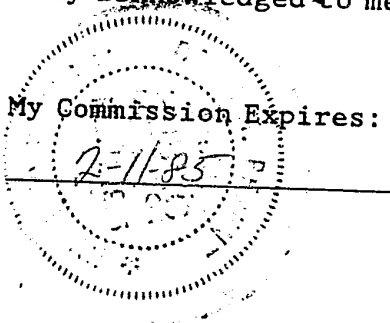


Don M Bequest  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH ]  
COUNTY OF SALT LAKE ] ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Gary J. Margetts, the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

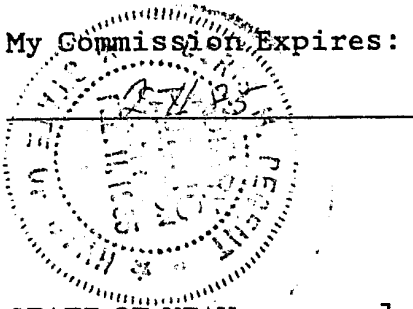


Don M Bequest  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH ]  
] ss:  
COUNTY OF SALT LAKE ]

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Jeffrey F. Ward, the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:

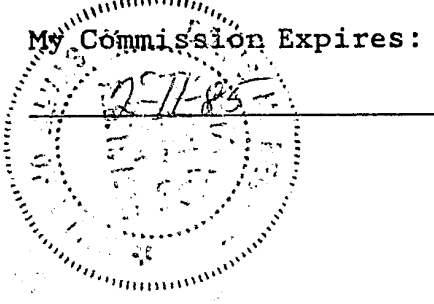


Devo M Bequest  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH ]  
] ss:  
COUNTY OF SALT LAKE ]

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Mark M. Lewis, who being by me duly sworn did say that he is the general partner of Circle Oaks Investment Company, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same.

My Commission Expires:



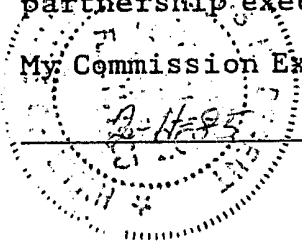
Devo M Bequest  
Notary Public  
Residing at Salt Lake City, UT

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STATE OF UTAH ]  
COUNTY OF SALT LAKE ] ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Brian L. Rasmussen, who being by me duly sworn, did say that he is the general partner of Rasmussen Investment Company, a Utah limited partnership, and that the foregoing instrument was signed in behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same.

My Commission Expires:

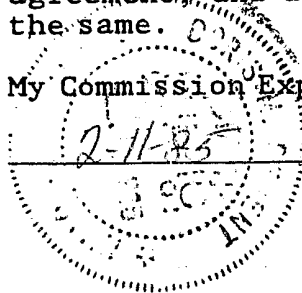


Brian M. Bequent  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH ]  
COUNTY OF SALT LAKE ] ss:

On this 30<sup>th</sup> day of December, 1982, personally appeared before me Hugh D. Voorhees, who being by me duly sworn, did say that he is the general partner of Voorhees Enterprises, Ltd., a Utah limited partnership, and that the foregoing instrument was signed in behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same.

My Commission Expires:



Brian M. Bequent  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH

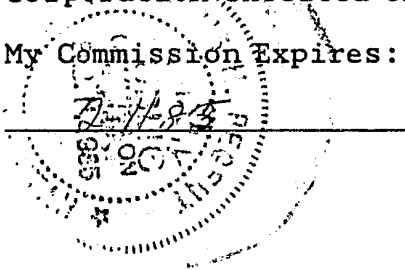
COUNTY OF SALT LAKE

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ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Kenton F. Stanger who being by me first duly sworn, did say that he is the President of Balance Security Corporation of America and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Kenton F. Stanger further acknowledged to me that said corporation executed the same.

My Commission Expires:



Nous M. Bequent  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH

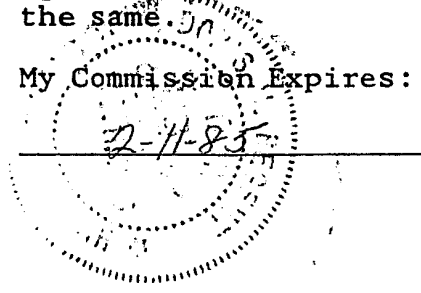
COUNTY OF SALT LAKE

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ss:

On this \_\_\_\_ day of December, 1982, personally appeared before me James E. Hansen, who being by me duly sworn, did say that he is the general partner of Arlington Investment Company, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same.

My Commission Expires:



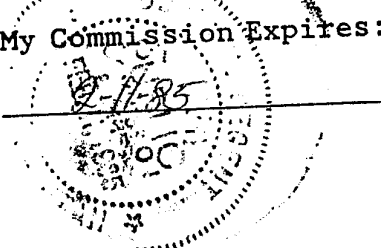
Nous M. Bequent  
Notary Public  
Residing at Salt Lake City, UT



STATE OF UTAH ]  
COUNTY OF SALT LAKE ] ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me J.W. Sonkens, who being by me duly sworn, did say that he is the general partner of Sonkens Resources, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same

My Commission Expires:

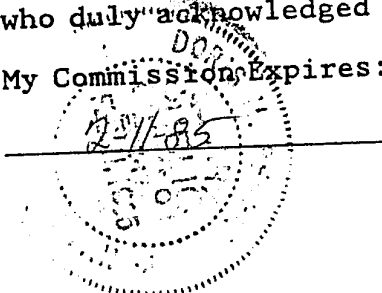


Douglas M. Bennett  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH ]  
COUNTY OF SALT LAKE ] ss:

On this 27<sup>th</sup> day of December, 1982, personally appeared before me Vanez Budge Wilson, the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:



Douglas M. Bennett  
Notary Public  
Residing at Salt Lake City, UT

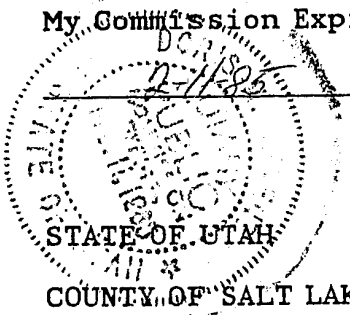
BOOK 5428 PAGE 1097

STATE OF UTAH ]  
COUNTY OF SALT LAKE ]

ss:

On this 24<sup>th</sup> day of December, 1982, personally appeared before me Stephen F. Richardson the signer of the above instrument who duly acknowledged to me that he executed the same.

My Commission Expires:



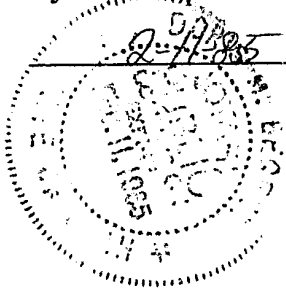
Douglas M. Bequest  
Notary Public  
Residing at Salt Lake City, UT

STATE OF UTAH ]  
COUNTY OF SALT LAKE ]

ss:

On this 24<sup>th</sup> day of December, 1982, personally appeared before me Karl F. Wickstrom who being by me duly sworn did say that he is the general partner of Denkar Associates, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same.

My Commission Expires:



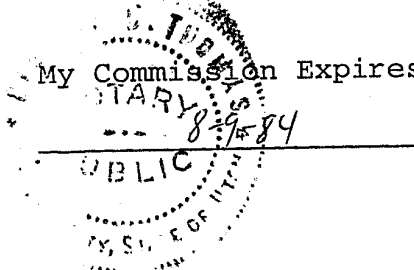
Douglas M. Bequest  
Notary Public  
Residing at Salt Lake City UT

BOOK 5428 PAGE 1098

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

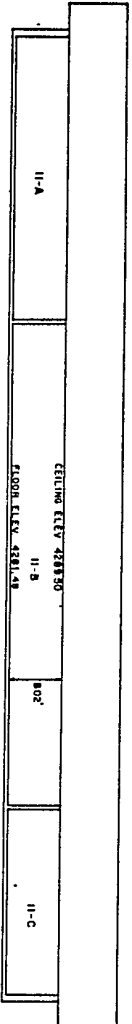
On this 27<sup>th</sup> day of December, 1982, personally appeared before me Hoyt S. Wimer and Elizabeth J. Harris who being by me first duly sworn, did say that they are the Assistant Vice President and Assistant Secretary, respectively, of Surety Life Insurance Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Hoyt S. Wimer and Elizabeth J. Harris further acknowledged to me that said corporation executed the same.

My Commission Expires:



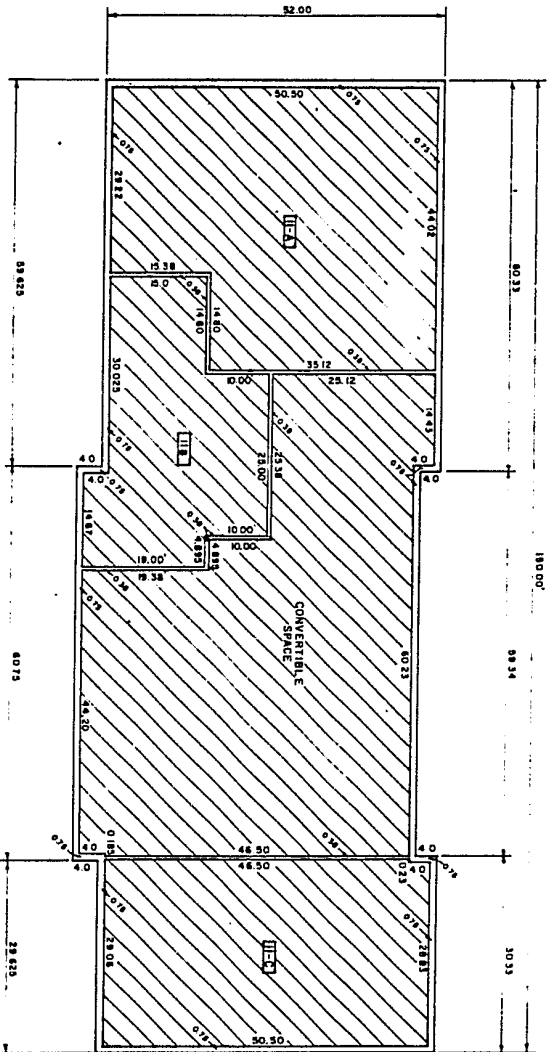
Georgia C. Thomas  
Notary Public  
Residing at Beautiful, Utah





CROSS SECTION

▨ PRIVATE OWNERSHIP - UNITS  
 ▩ LIMITED COMMON AREA  
 □ COMMON AREA  
 UNLESS OTHERWISE SHOWN, ALL INTERIOR DIMENSIONS ARE TO THE SURFACE OF THE WALL CONCERNED. DIMENSIONS TAKE PREFERENCE OVER SCALE.  
 ALL ELEVATIONS ARE PER SALT LAKE COUNTY SURVEYORS OFFICE DATUM, B.M. MONUMENT AT 3800 SOUTH & 700 EAST STREETS, ELEV. 4281.49



BUILDING II  
SCALE 1"=10'

FIFTH AMENDMENT TO RECORD OF SURVEY MAP OF  
**OLD FARM PROFESSIONAL PLAZA**  
 A UTAH CONDOMINIUM PROJECT

SURVEYOR'S CERTIFICATION  
 I CERTIFY THAT THE BUILDING SPECIFICATIONS OF THIS PROJECT AS SHOWN ON THIS PROFESSIONAL SURVEY MAP OF THE CONDOMINIUM PROJECT ARE ON WILL BE AS SHOWN.  
 DATE Dec 1, 1984  
 ROBERT E. JONES

PREPARED BY <b>BUSH &amp; GUDGELL, INC.</b> ENGINEERS-SURVEYORS 505 SOUTH 3RD EAST SALT LAKE CITY, UTAH 84142		SHEET <b>2</b> OF <b>2</b> SHEETS	RECORDED STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FILE _____ SALT LAKE COUNTY RECORDER
B.M. & 38784-3 ENJ			