

3759442

EASTGATE CONDOMINIUM AMENDED
DECLARATIONS OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND BY-LAWS

*Registration Fee
of \$100.00*
FEB 14 7 39 AM '93
REC'D
KATE, CLERK
RECORDER
SALT LAKE COUNTY
UTAH
4750

This Amended Declaration of Covenants, Conditions and Restrictions hereinafter called "Declaration" and the By-Laws which are attached hereto, are made and executed this 14th Day of February, 1983, ~~-----day of December, 1982,~~ by all of the present owners of all of the units and all of the Institutional Holders of First Mortgage of Record of the Units of Eastgate Condominium, pursuant to the provisions of the Utah Condominium Ownership Act, Section 57-8-1, et seq. Utah Code Annotated, 1953, as amended and pursuant to paragraph 28 of the "Eastgate Condominium Declaration of Covenants, Conditions and Restrictions and By-Laws", recorded in the office of the Salt Lake County Recorder's Office as Entry Number 3314437 at Book 4911 at page 372 et seq.

*First Security Bank
381 East Broadway
Salt Lake City
84119
Attn: Monica Chavez*

W I T N E S S E T H

WHEREAS, the undersigned are all of the Unit Owners of all of the units of Eastgate Condominium and all of the Institutional Holders of the First Mortgage of all of the units of Eastgate Condominiums; and

WHEREAS, all of the undersigned are desirous of complying with the requirements of the United States Department of Housing and Urban Development;

NOW THEREFORE, the undersigned does hereby amend that certain Declaration of Covenants, Conditions, Restrictions and By-Laws for Eastgate Condominium as follows:

(1) Paragraph 4(b) shall be revised to read as follows:

"With the exception of an Institutional Lender in possession of a Unit following default in a first mortgage, a foreclosure proceeding or any deed or any other arrangement in lieu thereof, a Unit Owner shall not be permitted to lease his unit for a period of less than 30 days, nor may any Unit Owner lease less than the entire unit. Any unit lease shall be required to be in writing and shall be subject in all respects to the provisions of this Declaration and the By-Laws associated therewith and any failure by the Lessee to comply with

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the terms of the Declaration and By-Laws shall be deemed a default under the lease."

(2) Paragraph 4(1) shall be amended to add the following:

"Each Unit Owner shall have the right of ingress to and egress from his or her unit over the common areas, such right being perpetual and appertenant to ownership of that individual's ownership of the specific unit."

(3) Paragraph 4(m) shall be amended to add the following:

"The right of a Unit Owner to sell, transfer or otherwise convey his or her unit in this condominium shall not be subject to any right of first refusal or similar restriction, and a Unit Owner may transfer his or her unit from of any such restriction."

(4) Paragraph 20(o) shall be amended to add the following:

"Holders, insurers or guarantors of a first mortgage are entitled to notice of any action which requires the assent of any First Mortgagee under this Declaration and By-Laws upon written request to the Association of Unit Owners.

(5) Paragraph 25 shall be amended to add the following:

- (1) "Insofar as not inconsistent with §57-8-32.5 Utah Code Annotated, the provisions of this paragraph 25 shall apply
- (2) Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Unit Owner and each mortgagee of affected units shall be entitled to notice thereof, which the Management Committee shall act as agent for each Unit Owner, except for those Unit Owners who at their respective expense participate in the proceedings incident thereto. No provision herein will entitle the owner of a unit or other party to priority over a mortgagee of such unit with respect to the distribution to such unit of the proceeds of any award or settlement.
- (3) With respect to Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner shall be entitled to a share in the damages in the same proportion as his percentage of undivided interest of the Common Areas and Facilities.

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This provision does not prohibit a majority of Unit Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and By-Laws and Map are duly amended.

- (4) With respect to one or more units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction pursuant to paragraph 6 hereof, and shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one or more Unit Owners, the Unit Owners shall deposit the damages or awards with the Management Committee as trustee, and in the event of failure to do so, at the option of the Management Committee, either a special assessment shall be made against a defaulting Unit Owner of a unit in the amount of this award, or the amount of such award shall be offset against the sums hereafter made payable to such Unit Owner. The proceeds of the damages or awards shall be distributed or used in a manner, and the Unit Owners of affected units shall have the rights provided in paragraph 6 for insurance proceeds, provided the property is removed from the provisions of the Act. If the property is not removed from the provisions of the Act and one or more units are taken, in whole or in part, the taking shall have the following effects:

A. If the taking reduces the size of a unit and the remaining portion of the unit may be made tenantable, the unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit. The balance of the award, if any, shall be distributed to the unit to the extent of the unpaid balance of its mortgage, and the excess, if any, shall be distributed to the Unit Owner. If there is a balance of the award distributed to the Unit Owner or a mortgagee, the Unit Owner's percentage of undivided interest in the Common Areas and Facilities shall be equitable reduced. This shall be done by reducing such interest in the proportion by which the floor area of the unit is reduced by the taking then recomputing the percentages of undivided interest of all Unit Owners in the Common Areas and Facilities.

B. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award shall be paid to the mortgagee of the unit to the extent of the unpaid balance of its mortgage, and the excess, if any, shall be paid to the Unit Owner, whereupon the Unit Owner shall cease to be a member of the Association of Unit Owners. The remaining portion of such unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Unit Owners in a manner approved by the Management Committee. If the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be done only if approved by a majority of the Unit Owners. The percentage of undivided interests in the Common Areas and Facilities appurtenant to the units that continue as part of the

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property shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Unit Owners, and the Management Committee shall file an amendment to the Declaration and By-Laws to reflect the changes in the property and the percentages of undivided interest of the remaining units. Said reduction shall be made by converting the converted unit to Common Area and Facilities and recomputing the percentages of undivided interest of all remaining Unit Owners in the Common Areas and Facilities. The Management Committee is authorized to record such amendment without approval of the Association of Unit Owners

(6) Paragraph 21(a) shall be revised to read as follows:

"Exclusive authority to adjust losses shall be vested in the Management Committee, as insurance trustee."

In all other respects, that Declaration of Covenants, Conditions, Restrictions and By-Laws of Eastgate Condominium, recorded July 30, 1979, as Entry Number 3314437 at Book 4911 at Page 372 shall remain the same.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th Day of February, 1983.
~~-----day of December, 1982.~~

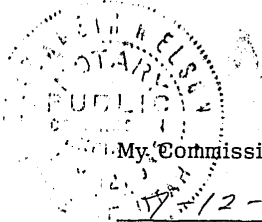
Gregory McJulane
Scott K. Burton
Kristin Burton
Shirley Sampson
Janette Edwards
J. J. D.
S. S. Thomas
Ida O. Morris
Atia Karimzade *306
Maue L. Ching
Laura L. Skruell
Tony L. Smith
[Signature]

Mark Baker
Harley G. Evans
Paul Scott Wright
Kim H. Deane
Maria D. Lucci
[Signature]
John R. B. Mason
By [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
Commercial Security Bank, Trustee
for Emma A. [Signature]
[Signature]
H.P. & T.O.

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STATE OF UTAH)
) ss.
County of Salt Lake)

On the 22nd day of December, 1982 , personally
appeared before me Gregory McFarlane , one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

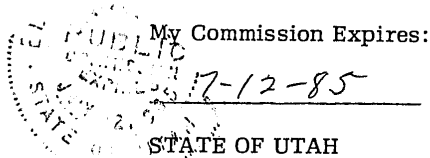


Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 27th day of December, 1982 , personally
appeared before me Scott K. Burton , one of the signers of the
foregoing instrument , who duly acknowledged to that he/she
executed the same.

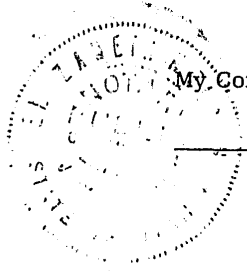


Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 27th day of December, 1982 , personally
appeared before me Kristin Burton , one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.



Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah

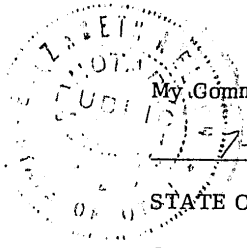
My Commission Expires:

BOOK 5438 PAGE 500

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 27th day of December, 1982 , personally
appeared before me Sherrie Sampson, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah



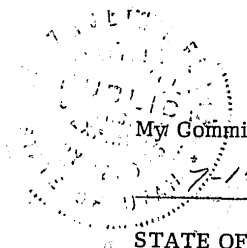
My Commission Expires:

7-12-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 29th day of December, 1982 , personally
appeared before me Annette Edwards, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah



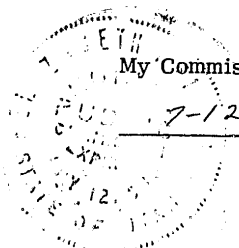
My Commission Expires:

7-12-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 4th day of January, 1983 , personally
appeared before me John Thomas, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah



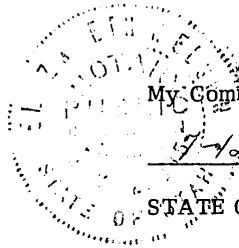
My Commission Expires:

7-12-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 4th day of January, 1983, personally
appeared before me S.T. Thomas, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah

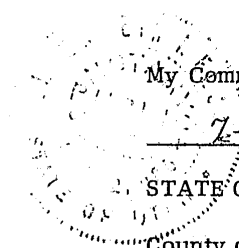


My Commission Expires:
7-12-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 5th day of January, 1983, personally
appeared before me Ada O. Morris, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah



My Commission Expires:
7-12-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 13th day of January, 1983, personally
appeared before me Atia Karimzadeh, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

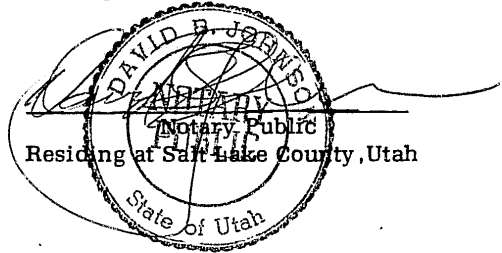
Elizabeth Kelson
Notary Public
Residing at Salt Lake County, Utah



My Commission Expires:
7-12-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 14th day of January, 1983 , personally
appeared before me Marie L. Chinn, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

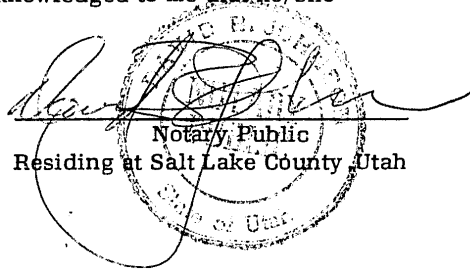


My Commission Expires:

12-1-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 19th day of January , 1983 , personally
appeared before me Laura A. Spruell, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

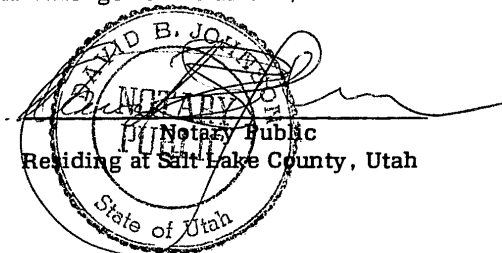


My Commission Expires:

12-1-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 19th day of January, 1983 , personally
appeared before me Terry L. Spruell, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.


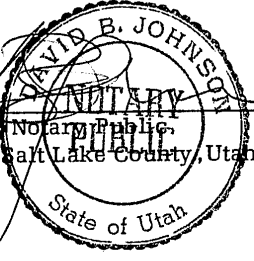


My Commission Expires:

12-1-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 25th day of January, 1983, personally
appeared before me Roger Thornton, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.


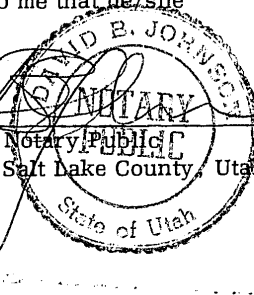



My Commission Expires:

12-1-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 26th day of January, 1983, personally
appeared before me Mark C. Barker, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.


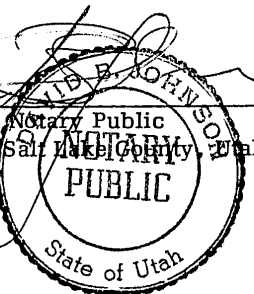



My Commission Expires:

12-1-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 26th day of January, 1983, personally
appeared before me Harley E. Evans, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

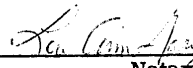



My Commission Expires:

12-1-85

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 2nd day of February, 1983 , personally
appeared before me Paul Scott Wetzel, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.



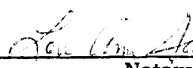
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

September 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 4th day of February, 1983 , personally
appeared before me Tim D. Dunn , one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.



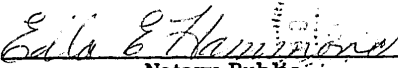
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

September 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 4th day of February, 1983 , personally
appeared before me Maria G. Vescio, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.



Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

Jan. 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 4th day of February, 1983, personally
appeared before me Alfred Newman, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Edla E. Hammond
Notary Public
Resides at Salt Lake County, Utah

My Commission Expires:

Jan 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 8th day of February, 1983, personally
appeared before me R. Lynn Tucker, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

Edla E. Hammond
Notary Public
Resides at Salt Lake County, Utah

My Commission Expires:

Jan 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 8th day of February, 1983, personally
appeared before me Charles Akerlow, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.

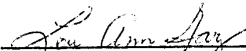
Edla E. Hammond
Notary Public
Resides at Salt Lake County, Utah

My Commission Expires:

Jan 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 14th day of February, 1983 , personally
appeared before me Donald Purser, one of the signers of the
foregoing instrument, who duly acknowledged to me that he/she
executed the same.



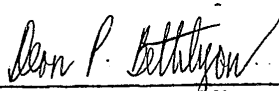
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

September 3, 1984

STATE OF UTAH)
) ss.
County of Salt Lake)

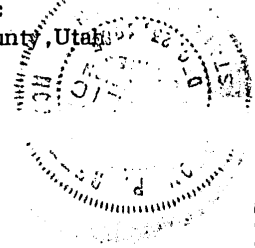
On the 14th day of February 1983 , personally
appeared before me R. James Steenblik who being by
me duly sworn did say that he is the Vice Pres. & Trust Officer of
Commercial Security Bank, a Utah Corporation, who is the Trustee
for the Estate of Emma Agee, and that the foregoing instrument was
signed by him in behalf of Commercial Security Bank, as Trustee
for the Estate of Emma Agee by authority of a resolution of its Board
Of Directors or its by-laws and he duly acknowledged to me that
said Corporation executed the same and that the seal affixed is the
seal of said Corporation.



Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

12-23-85



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CONSENT OF MORTGAGEE

FIRST SECURITY MORTGAGE COMPANY, (the Mortgagee), a Utah Corporation, hereby consents to the recordation by EASTGATE CONDOMINIUM OWNERS ASSOCIATION, of the "REVISIONS AND AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF EASTGATE CONDOMINIUMS", in the official records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer in anyway under the Act, said Revisions and Amendments, or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer of said Condominium Project.

Dated this 14 day of February, 1983

First Security Mortgage Company

By: Wayne I. Baer

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 14th day of February, 1983., personally appeared before me Wayne I. Baer, who, being duly sworn, did say that he is the Secretary-Treasurer of First Security Mortgage Company, a Utah corporation, and that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors or of its By-Laws, and he duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Len Ann Aris
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:
September 3, 1984



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CONSENT OF MORTGAGEE

FIRST SECURITY STATE BANK (The Mortgagee), a Utah corporation, hereby consents to the recordation by Eastgate Condominium Owners Association, the Revisions and Amendments to the Declaration of Covenants, Conditions and Restrictions and Bylaws of Eastgate Condominium, in the official records of Salt Lake County, Utah, provided, however, that such Revisions and Amendments shall not be deemed to render the Mortgagee a declarant or developer in anywise under the Act, said Revisions and Amendments or otherwise, or in any way to render the Mortgagee liable for any obligations of the Declarant or developer or Owners Association of said condominium project.

Dated this 14th day of February, 1983

FIRST SECURITY STATE BANK

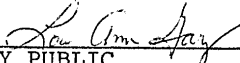
By: Wayne I. Baer

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 14th day of February, 1983, personally appeared before me Wayne I. Baer, who, being by me duly sworn did say that he is the Sr. Vice President, of FIRST SECURITY STATE BANK, a Utah corporation, and that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors or of its By-Laws, and he

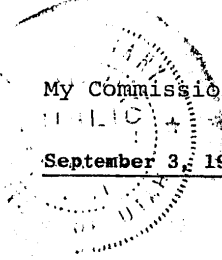
BOOK 5438 PAGE 509

duly acknowledged to me that said Corporation executed the same
and that the seal affixed is the seal of said corporation.



NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:


September 3, 1984

CONSENT OF MORTGAGEE

FIRST SECURITY BANK OF UTAH, (the Mortgagee), a Utah corporation, hereby consents to the recordation by Eastgate Condominium Owners Association, of the REVISIONS AND AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF EASTGATE CONDOMINIUM, in the official records of Salt Lake County, Utah, provided, however, that such consent shall not be deemed to render the Mortgagee a declarant or developer in anyway under the Act, said Revisions and Amendments , or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer of said Condominium Project.

DATED this 25th day of January, 1983.

FIRST SECURTY BANK OF UTAH

By: *Curtis S Astin*

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 25th day of January, 1983 . personally appeared before me, Curtis S Astin, who, being by me duly sworn, did say that he is the Vice President, of First Security Bank of Utah, a Utah corporation, and that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors or of its By-Laws, and he duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said Corporation.



Harold S. Richards
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:

My Commission Expires Aug. 27, 1986

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PAGE 511

CONSENT OF MORTGAGEE

UTAH HOUSING FINANCE AGENCY, (the Mortgagee), a Utah body politic and corporate, created pursuant to 66-44(a)-4, Utah Code Annotated as amended, hereby consents to the recordation by EASTGATE CONDOMINIUM OWNERS ASSOCIATION, of the "REVISIONS AND AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF EASTGATE CONDOMINIUMS", in the records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer in anywise under the Act, said Revisions and Amendments or otherwise, or in any way to render the Mortgagee liable for any obligations of the Declarant or developer of said Condominium Project.

DATED this 14th day of February, 1983.

UTAH HOUSING FINANCE AGENCY

By: Rick D. Burtenshaw
Executive Director

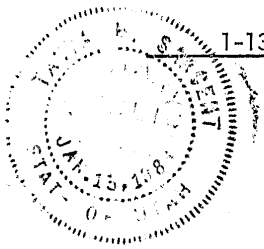
STATE OF UTAH)
) ss.
County of Salt Lake)

On this 14th day of February, 1983, personally appeared before me Rick D. Burtenshaw, who, being by me duly sworn, did say that he is the Executive Director, of Utah Housing Finance Agency, a Utah body politic and corporate, created pursuant to 66-44(a)-4, Utah Code Annotated, and that the foregoing instrument was signed by him in behalf of said Utah Housing Finance Agency by authority of a resolution of its Board of Directors, and he duly acknowledged to me that said Utah Housing Finance Agency executed the same and that the seal affixed is the seal of said corporation.

Tanya M. Sargent
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:

1-13-86



BOOK 5438 PAGE 512

CONSENT OF MORTGAGEE

COMMERCIAL SECURITY BANK, (the Mortgagee), a Utah corporation, hereby consents to the recordation by EASTGATE CONDOMINIUM OWNERS ASSOCIATION, of the "REVISIONS AND AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS", in the official records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer in anywise under the Act, said "Revisions and Amendments", or otherwise, or in any way to render the Mortgagee liable for any obligations of the Declarant or developer of said Condominium Project.

DATED this 28th day of January, 1983
~~December, 1982.~~

COMMERCIAL SECURITY BANK

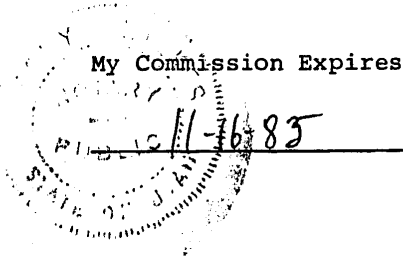
By: *Roy M. Belmont*

STATE OF UTAH)
) ss
County of Salt Lake)

On this 28th day of January, 1983, personally appeared before me *Roy M. Belmont*, who, being by me duly sworn, did say that he is the *Senior Vice President*, of Commercial Security Bank, a Utah Corporation, and that the foregoing instrument was signed by him in behalf of said corporation by authority of a resolution of its Board of Directors or of its By-Laws, and he duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.

Bocky Wilkes
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:



BOOK 5438
PAGE 513

CONSENT OF MORTGAGEE

AMERICAN SAVINGS & LOAN ASSOCIATION, (the Mortgagee) a Utah corporation, hereby consents to the recordation by EASTGATE CONDOMINIUM OWNERS ASSOCIATION, of the REVISIONS AND AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF EASTGATE CONDOMINIUM in the official records of Salt Lake County, Utah provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer in anywise under the Act, said REVISIONS AND AMENDMENTS or otherwise, or in any way to render the Mortgagee liable for any obligations of the declarant or developer of said Condominium project.

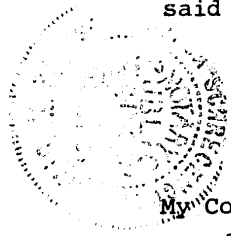
DATED this 28th day of January, 1983.

AMERICAN SAVINGS & LOAN ASSOCIATION

By DeVar S. Thatcher V.P.
DeVar S. Thatcher, Vice President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 28th day of January, 1983, personally appeared before me DeVar S. Thatcher, who, being by me duly sworn did say that he is the Vice President, of AMERICAN SAVINGS & LOAN ASSOCIATION, a Utah corporation, and that the foregoing instrument was signed by him in behalf of said Corporation by authority of a resolution of its Board of Directors or of its By-Laws, and he duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of the said corporation.



Brenda Schenkman
NOTARY PUBLIC
Residing at Salt Lake County, Utah

My Commission Expires:
3-7-83

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