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THIS SEVENIH 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 March, 1983 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:

- 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 Fifth Amendment to Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah, on December 29, 1982 as Entry No. 3744000 in Book 5428 at Page 1081. The Sixth Amendment to Declaration of Condominium of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake City, Utah, on January 20, 1983 as Entry No. 3751151 in Book 5432 at Page 2801. The Declaration and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth 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 June 30, 1980. A further Amendment to Record of Survey Map was recorded in the Office of the Recorder of Salt Lake County, Utah, on August 12, 1982. Additionally, an Amendment to Record of Survey Map was recorded in the Office of the Recorder of Salt Lake County, Utah, on December 29, 1982. Finally, an Amended Record of Survey Map of Old Farm Professional Plaza was recorded in the Office of the Recorder of Salt Lake County, Utah, on January 20, 1983. 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 Units Nos. 11D and 11E in the Project. It is the desire of Prudential Federal to alter the size of Units Nos. 11D and 11E (in a manner consistent with most of the Condominium Units in the Project). 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 alteration in size of Units Nos. 11D and 11E 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 Units Nos. 11D and 11E and as Mortgagee of Units Nos. 1, 3, 7, 10, 11A, 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 he 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 reference made a part hereof, is an amended Exhibit "A" which alters the size of Units Nos. 11D and 11E of the Project and, further, designates and specifies the sizes of such Units and the percentage of undivided interest in the Common Areas and Facilities of the Project represented by each such Unit.

Amended Exhibit "A" shall, effective upon recordation hereof, consitute an amendment to the Condominium Declaration, and shall completely supplant, supersede 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 Units Nos. 11D and 11E are located, and the configurations of said Units Nos. 11D and 11E. The Amended Map also indicates the locations of the Limited Common Areas and Facilities which are reserved for the use of Units Nos. 11D and 11E. The Amended Map will be substantially as set forth in Exhibit "B" attached hereto and by this reference made a part hereof.
  - 4. 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.
  - 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.
  - 6. 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

Its Vice President

. Keath Stepan (as an Owner of Unit 1)

Gerrit Timerman, Jr.
(as an Owner of Unit 1)
Gary Margetts (as an Owner of Unit 2)
Millard
Jeffred F. Ward (as an Owner of Unit 4)
CIRCLE OAKS INVESTMENT COMPANY (as Owner of Unit 5)
By Made Mariner Mo General Partner
RASMUSSEN INVESIMENT COMPANY (as an Owner of Unit 9)
By General Partner
VOORHEES ENIERPRISES, LTD.  (as an Owner of Unit 9)
By General Partner
ARLINGION INVESIMENT COMPANY (as an Owner of Unit 10)
By General Partner
SONKENS RESOURCES (as an Owner of Unit 10)
By General Partner

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

Vanéž Budgo Wilson

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

DENKAR ASSOCIATES (as Owner of Unit 11C)

General Partner

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

By Stylen M. Sill. Sr. Vice President

By Hoyt S. Wimer, Assistant Secretary

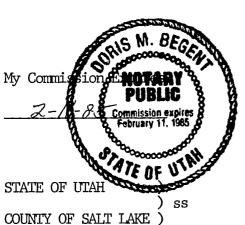
STATE OF UTAH COUNTY OF SALT LAKE )

On this 9th day of March, 1983, personally appeared before me Stephen M. Sill and Hoyt S. Wimer who being me first duly sworn, did say that they are the Senior 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 Stephen M. Sill and Hoyt S. Wimer further acknowledged to me that said corporation executed the same. who being by

Notary Aublic Residing at Bountiful, UT.

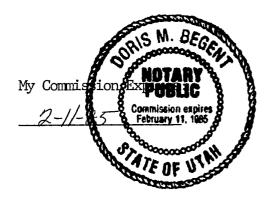
STATE OF UTAH COUNTY OF SALT LAKE

On this day of March, 1983, personally appeared before me Guy C. 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 C. Frost further acknowledged to me that said corporation executed the same.



Residing at

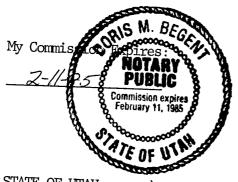
On this 4th day of March, 1983, personally appeared before me F. Keith Stepan, the signer of the above instrument who duly acknowledged to me that he executed the same.



Residing at

STATE OF UTAH COUNTY OF SALT LAKE

On this day of March, 1983, personally appeared before me Gerrit Timmerman, Jr., the signer of the above instrument who duly acknowledged to me that he executed the same.



Notary Public Residing at

STATE OF UTAH

SS

COUNTY OF SALT LAKE )

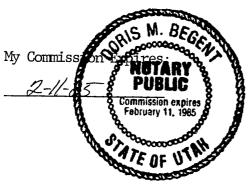
On this day of March, 1983, personally appeared before me to me that he executed the same.

My Commis

Residing at

STATE OF UTAH ) ss COUNTY OF SALT LAKE )

On this day of March, 1983, personally appeared before me Jeffrey F. Ward, the signer of the above instrument who duly acknowledged to me that he executed the same.



Notary Public Residing at Palt Sake City

STATE OF UTAH

)ss 死)

COUNTY OF SALT LAKE )

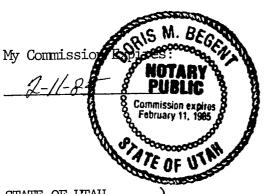
On this day of March, 1983, personally appeared before me Mark M. Lewis, who being by me duly sworn did say that he is the general partner of Circle Oaks Investment Company, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said partnership by authority of its partnership agreement, and acknowledged to me that said partnership executed the same.

My Commission express February 11, 1985

Notary Public Residing at STATE OF UTAH ) ss COUNTY OF SALT LAKE )

On this day of March, 1983, 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.



Notary Public Residing at Salt Sake City

STATE OF UTAH

ss (

COUNTY OF SALT LAKE )

On this day of March, 1983, 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.

Notary Public Residing at

My Commis

NOTARY PUBLIC

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STATE OF UTAH COUNTY OF SALT LAKE On this 4th day of March, 1983, personally appeared before me first duly sworn, did say that of Balance Security Corporation of 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. Trange** further acknowledged to me that said corporation executed the same. Residing at My Commiss STATE OF UTAH SS COUNTY OF SALT LAKE ) On this 4th day of March, 1983, 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.

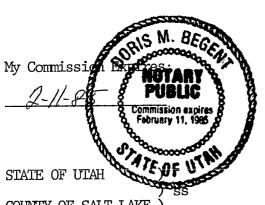
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My Commi

STATE OF UTAH COUNTY OF SALT LAKE

On this 4th day of March, 1983, 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.



Notary Public Residing at Salt Pake P,

COUNTY OF SALT LAKE

On this 44 day of March, 1983, personally appeared before me Vanez Budge Wilson, the signer of the above instrument who duly acknowledged to me that he executed the same.

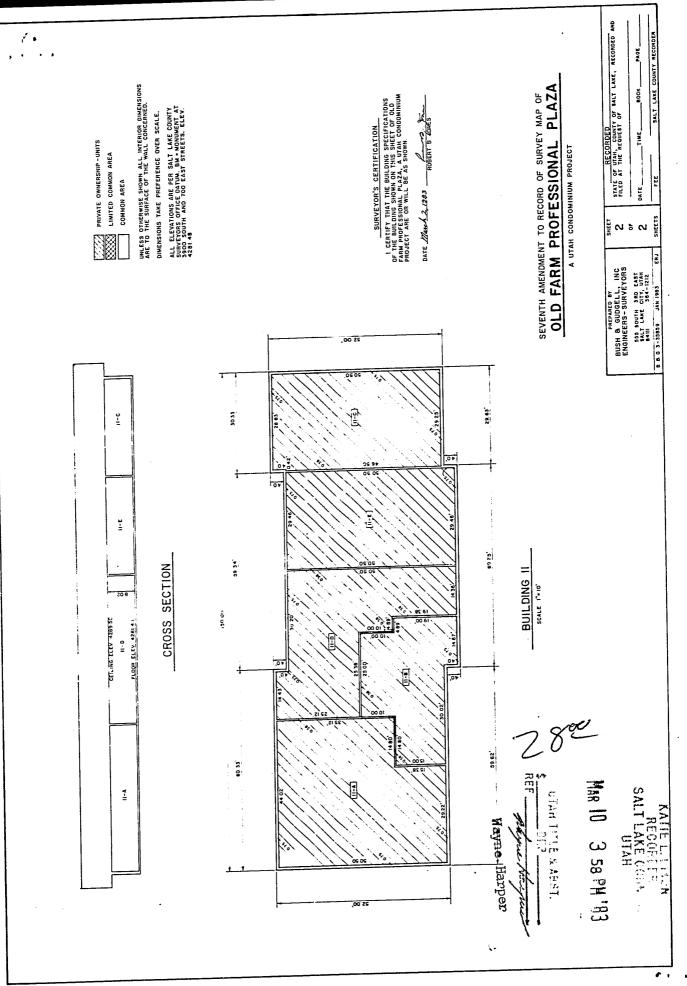
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STATE OF UTAH )
COUNTY OF SALT LAKE )
On this day of March, 1983, personally appeared before me Stephen F. Richardson the signer of the above instrument who duly acknowledged to me that he executed the same.
My Commission Explication expires  Commission expires  February 11, 1985
STATE OF UTAH
) ss COUNTY OF SALT LAKE )
On this 4th day of March, 1983, personally appeared before me kent T. wekstem , 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.
Notary Public Residing at Saft Lone City
My Commission Programme NOTARY
2-//-45 5 PUDLE 8

## AMENDED EXHIBIT "A" (March , 1983) OLD FARM PROFESSIONAL PLAZA

UNIT NO.	SQUARE FOOTAGE	% UNDIVIDED INTEREST
1	1,560	4.2871
2	1,560	4.2871
3	1,679	4.6142
4	1,441	3.9601
5	1,442	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
11C	1,560	4.2871
11D	1,471	4.3316
11E	1,487	4.3838
12	780	2.1436
13	780	2.1436
14	4,680	12.8614
15	1,560	$\frac{4.2871}{100.0000}$

BOOK 5443 PHE 859



BOOK 5443 PARE 860