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DECLARATION OF CONDOMINIUM

OF THE

PARKVIEW B MEDICAL OFFICE CONDOMINIUMS

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**DECLARATION OF CONDOMINIUM
OF THE
PARKVIEW B MEDICAL OFFICE CONDOMINIUMS**

This Declaration of Condominium (this "Declaration") is made and executed this 22nd day of October, 2004, by Park View Medical Center I, Ltd. (the "Declarant").

RECITALS

A. Description of Land. The Declarant is the owner of certain real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Land").

B. Building and Improvements. A certain building (the "Building") and other improvements exist on the Land, as shown on the Map referred to below.

C. Record of Survey Map. The Declarant intends to execute, acknowledge and record in the office of the County Recorder of Salt Lake County, State of Utah, a certain instrument pertaining to the Project and entitled "Record of Survey Map for Parkview B Medical Office Condominiums".

D. Intent and Purpose. The Declarant intends by recording this Declaration and the Map to submit the Land, the Building and all other improvements situated in or upon the Land (collectively, the "Project") to the provisions of the Utah Condominium Ownership Act, as amended, Utah Code Annotated, Section 57-8-1, et seq. (hereinafter referred to as the "Condominium Act") as a fee simple condominium project and to impose upon the Project mutually beneficial restrictions for the benefit of all Condominiums within the Project and the Owners thereof.

NOW, THEREFORE, the Declarant does hereby make the following declaration:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article 1.

1.1 "Articles" shall mean the articles of incorporation of the Association, as they may be amended from time to time.

1.2 "Assessment" shall mean an Annual Assessment, a Special Assessment, or a Default Assessment, as such terms are defined in Article 9 below.

1.3 “Association” shall mean Parkview B Medical Office Condominium Owners’ Association, Inc., a Utah nonprofit corporation, organized to be the Association referred to herein.

1.4 “Board of Directors” or “Board” shall mean the governing board of the Association which constitutes the management committee under the Condominium Act and which shall be appointed or elected in accordance with this Declaration and in accordance with the Articles and Bylaws.

1.5 “Building” shall mean the Building in the Project, as such Building is shown on the Map.

1.6 “Bylaws” shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit C, as such Bylaws may be amended from time to time.

1.7 “Common Elements” shall mean all physical portions of the Project except those portions included within Units, and all furniture, furnishings, equipment, facilities and other property (real, personal or mixed) and interests therein at any time leased, acquired, owned or held by the Association for the use and benefit of the Owners and all other property (real, personal or mixed) hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund.

1.8 “Common Expense Fund” shall have the meaning given it in Article 9.

1.9 “Common Expenses” shall have the meaning given it in Article 9.

1.10 “Condominium” shall mean a Unit and the undivided interest (expressed as a fraction of the entire ownership interest) in the Common Elements appurtenant to such Unit, as set forth in Exhibit B attached hereto and by this reference made a part hereof.

1.11 “Condominium Act” shall mean the Utah Condominium Ownership Act, Utah Code Annotated (1953), as amended, Section 57-8-1, *et seq.*

1.12 “Governing Documents” shall mean this Declaration, the Articles, the Bylaws, and the Rules and Regulations.

1.13 “Invitee” shall mean any employee, agent, independent contractor, tenant, customer, client, patient, or other invitee of any Owner.

1.14 “Lease” shall mean any agreement for the leasing or rental of the Project.

1.15 “Limited Common Elements” shall mean any Common Elements designated as reserved for use of a certain Unit or Units to the exclusion of the other Units in the Project.

1.16 “Manager” shall mean the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.17 “Map” shall mean the Record of Survey Map for Parkview B Medical Office Condominiums, recorded concurrently with this Declaration, and any Supplemental Maps pertaining to the Project and recorded or to be recorded in the office of the County Recorder of Salt Lake County, State of Utah.

1.18 “Mortgage” shall mean any mortgage or deed of trust by which a Condominium or any part thereof is encumbered. “First Mortgage” shall mean any first mortgage or deed of trust by which a Condominium or any part thereof is encumbered.

1.19 “Mortgagee” shall mean (I) any persons or entities named as the mortgagee or beneficiary under any Mortgage or Deed of Trust by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person or entity under such Mortgage or Deed of Trust. “First Mortgagee” shall mean a Mortgagee which has a first mortgage lien on any Condominium in the Project. “Eligible Mortgagee” shall mean any First Mortgagee who has requested notice of those certain matters referred to in Section 14.1 in accordance with such Section.

1.20 “Owner” shall mean the person or persons, including the Declarant, owning in fee simple a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Condominium pursuant to a judicial or nonjudicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.21 “Rules and Regulations” shall mean rules and regulations promulgated or adopted from time to time by the Association, through its Board of Directors, for the regulation and management of the Project, as such rules and regulations may be amended from time to time.

1.22 “Total Votes of the Association” shall mean the total number of votes appertaining to all Condominiums in the Project, as shown in Exhibit B attached hereto.

1.23 “Unit” shall mean an individual air space unit, consisting of enclosed rooms occupying part of the Building and bounded by the unfinished interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of the air space, as said boundaries are shown on the Map, together with all the fixtures and improvements therein contained. Paint, tiles, wallpaper, and other wall, ceiling or floor coverings or finishes on interior surfaces shall be deemed to be part of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary

for the support or for the use and enjoyment of another Unit: bearing walls, floors, ceilings and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

ARTICLE 2 - SUBMISSION AND DIVISION OF PROJECT

2.1 Submission to Condominium Act. The Declarant hereby submits the Land, the Building and all other improvements now or hereafter made in or upon the Land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a fee simple condominium project to be known as Parkview B Medical Office Condominiums. All of such property is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the Land and shall be a burden and a benefit on the Land and shall be binding upon the Declarant, its successors and assigns, and to any person acquiring, leasing or owning an interest in the real property and improvements included within the Project and to their respective personal representatives, heirs, successors and assigns.

2.2 Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium comprising a Unit and an appurtenant undivided interest in the Common Elements, as set forth in Exhibit B.

ARTICLE 3 - BUILDING AND IMPROVEMENTS

3.1 Building and Improvements. The Building and other improvements constructed or to be constructed on the Land are described on the Map. The Building has two stories, and contains twenty-eight (28) Units. The parking area shall be designated as Common Elements, as shown on the Map.

3.2 Description of Units. The Map contains the Unit number, location and dimensions of each Unit in the Project and all other information necessary to identify each such Unit.

3.3 Description of Common Elements. The Map contains a description of the Common Elements of the Project.

3.4 Description of Limited Common Elements. The Map contains a description of the Limited Common Elements of the Project consisting of an entry foyer. The Map designates the Unit or Units to which each of the Limited Common Elements is reserved.

3.5 Principal Construction Materials. The Building is of reinforced footings and foundation wall construction, with brick being the principal construction material.

ARTICLE 4 - NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of such Owner's Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries, and construct and remove partition walls, fixtures and other improvements within the boundaries of such Owner's Unit; provided, however, that such improvements (i) shall not impair the structural soundness or integrity of the Building; (ii) shall not interfere with facilities necessary for the support, use or enjoyment of any other part of the Project; (iii) shall be built to construction standards comparable or better than the original construction of the Project; and (iv) shall not encroach upon the Common Elements or any part thereof, unless the Board of Directors shall consent in writing to such encroachment.

4.2 Maintenance of Units. Each Owner shall keep the interior of such Owner's Unit, including, without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any Unit shall develop an unsanitary or unclean or unsafe condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board of Directors, the Board of Directors on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter such Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.3 Right to Combine Units. Two or more Units may be utilized by the Owner or Owners thereto as if they were one Unit; provided, however, that no structural portion of the Project and no electrical, plumbing, or other utility facility or system shall be altered or affected in order to effect such combination of Units without the prior written consent of the Board of Directors, which consent shall not be unreasonably conditioned, withheld, or delayed. To the extent permitted in the written consent of the Board, any walls, floors or other structural separations between any two such Units, or any space which would be occupied by such structural separations but for the utilization of the two Units as one Unit, may, for as long as the two Units are utilized as one Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Elements, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one of such adjoining units, any opening between the two Units which, but for joint utilization of the two Units, would have been occupied by structural separation, shall be closed, at the equal expense of the Owner or Owners

of each of the two Units, and the structural separations between the two Units shall thereupon become Common Elements.

4.4 Title. Title to a Condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

4.5 Ownership and Maintenance of Common and Limited Common Elements. The undivided interest in the Common Elements appurtenant to each Unit in the Project shall be as set forth in Exhibit B. The undivided interest appurtenant to each Unit as shown in said Exhibit B shall have a permanent character and shall not be altered except with the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Elements (other than Limited Common Elements) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Elements that may be designated for exclusive use by such Owner. The Association shall have the right and obligation to maintain and repair all Common Elements and Limited Common Elements. Each Owner shall also be responsible for keeping the Limited Common Elements to such Owner's Unit clean and free of debris.

4.6 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Elements appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth. Any purported conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which such interest is allocated is also transferred.

4.7 No Partition. The Common Elements shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4.8 Separate Mortgage by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber such Owner's Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof, except the undivided interest therein appurtenant to such Owner's Condominium. Any Mortgage or other encumbrance of any Condominium within the Project shall be subordinate to

all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise.

4.9 Separate Taxation. Each Condominium within the Project shall be deemed to be a separate legal parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Elements shall be apportioned among the Units in accordance with the Condominium Act. All such taxes, assessments and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium.

4.10 Mechanics Lien. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of an Owner or such Owner's agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

4.11 Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Elements, and to incorporate all of the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership.

ARTICLE 5 - EASEMENTS

5.1 Easements for Encroachments. In the event the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Building causes any part of the Common Elements to encroach upon any Unit or any part of a Unit built in substantial accord with the boundaries for such Unit as depicted on the Map encroaches or shall encroach upon the Common Elements, or upon an adjoining Unit for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does exist.

5.2 Easements for Maintenance, Cleaning and Repair. Some of the Common Elements are or may be located inside the boundaries of Units or may be conveniently accessible only through Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair (emergency or otherwise) or replacement of any Common Elements or for making emergency repairs at any time therein necessary to prevent

damage to the Common Elements or to any Unit. In addition, agents of the Association may enter any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, landscaping, construction or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

5.3 Right to Ingress, Egress and Support. Each Owner shall have the unrestricted right to ingress and egress over, upon and across the Common Elements as necessary for access to such Owner's Unit and to any Limited Common Elements appurtenant to such Unit and shall have the right to horizontal, vertical and lateral support of such Unit, and such rights shall be perpetual and shall be appurtenant to and pass with title to each Condominium.

5.4 Association's Right to Use Common Elements. The Association shall have an easement to make such use of the Common Elements as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain in the Common Elements (other than Limited Common Elements) facilities for use by Owners generally or by the Association and its agents exclusively.

5.5 Easements Deemed Created. All conveyances of Condominiums within the Project hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE 6 - RESTRICTIONS ON USE

6.1 Medical Office Use. All Units are intended to be used for "Medical Uses" and are restricted to such uses. As used herein, "Medical Uses" shall mean the provision of medical services, pharmacies, optical services and products, and other uses ordinarily incidental thereto. Any Owner may lease all or any portion of its Unit for such purposes.

6.2 No Noxious or Offensive Activity. No noxious, destructive or offensive activity shall be carried on or placed in or upon any Unit, or in the Common Elements, or Limited Common Elements, or any part thereof, which shall interfere with the legal rights of other Owners, nor shall anything be done therein which is or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully occupying the Project. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.3 Restrictions on Signs. No signs shall be erected or maintained on or around any Unit except in compliance with the Rules and Regulations pertaining to signs. Without limiting

the generality of the foregoing, no "For Sale" or "For Rent" signs shall be displayed on the exterior or interior of a Unit.

6.4 No Alterations. No Owner shall, without the prior written consent of the Board of Directors in each specific instance, make or cause to be made any alteration, addition, removal or improvement in or to the Common Elements, or any part thereof, or do any act that would impair the structural soundness or integrity of the Building or other improvements or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

6.5 No Obstructions. No Owner shall obstruct the Common Elements or any part thereof. No Owner shall store or cause to be stored in the Common Elements any property whatsoever, unless the Board of Directors shall consent thereto in writing.

6.6 No Overloading. No Owner shall bring anything into, or permit anything to be done in, such Owner's Unit that will cause damage to the Building. No Owner shall overload the floor of such Owner's Unit. No Owner shall permit the use or operation in such Owner's Unit of any equipment, machinery or other apparatus that will in any manner injure, vibrate or shake the Building or portions thereof.

6.7 Compliance with Insurance; No Damage or Waste. Except with the prior written consent of the Board of Directors, nothing shall be done or kept in any Unit, in the Common Elements or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Any such increase in the rate of insurance on the Project shall be charged as a Special Assessment to the Owner of the Unit the use of which creates such increase. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or Invitee of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by any Invitee of such Owner.

6.8 Compliance with Law and Governing Documents. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental authority. Each Owner shall comply, and shall require its Invitees to comply, strictly with all the provisions of the Governing Documents.

6.9 Leases. Any Lease between an Owner and a lessee respecting a Condominium shall be subject in all respects to all provisions of the Governing Documents, and each Lease shall provide that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease. Each Lease shall be in writing. An Owner shall be responsible and liable for any damage to the Project caused by such Owner's tenant. Prior to the occupancy of a

Unit by a tenant, the Owner of such Unit shall provide to the Association the name, address and telephone number of such tenant and a copy of the executed Lease.

6.10 No Subdivision. No Unit may be subdivided unless such subdivision is approved by a unanimous vote of the Total Votes of the Association at a meeting held for such purpose and by all applicable governmental authorities. No Owner shall offer or sell any interest in any Unit under a "timesharing" or "interval ownership" plan.

6.11 Vehicles and Parking. No motor vehicle classed by manufacturer ratings as greater than three-quarter ton and no mobile home, trailer, detached camper or camper shell, boat or other similar equipment or vehicle may be kept or parked at the Project, except such service and delivery trucks as are temporarily parked in locations designated by the Association for such purposes. No motor vehicle shall be constructed, repaired or serviced at the Project, except on a short-term emergency basis where such repairs are necessary to effect the removal of a disabled vehicle.

6.12 No Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in the Project except with the prior written consent of the Association and subject to reasonable rules and regulations established by the Board of Directors with respect thereto.

6.13 No Solid-Fuel Burning Device. No solid-fuel burning devices, such as charcoal grills and wood-burning stoves or fireplaces shall be used, kept or stored in the Project.

ARTICLE 7 - THE ASSOCIATION

7.1 Purposes and Powers. The Association's purposes are (I) to provide for the operation, administration, use and maintenance of the Units and the Common Elements within the Project; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; (iv) to preserve, protect, and enhance the values and amenities of the Project; and (v) to promote the health, safety, and welfare of the Owners and users of the Project.

7.2 Membership. Each Owner shall be entitled and required to be a member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by it. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition, respectively, of the Owner's membership in the Association and rights

appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

7.3 Board of Directors. Until the first meeting of the Association is held and Directors elected, the Board of Directors shall comprise Michael L. Goldstein, Christopher M. Johnson, and Carl T. Woolsey, Jr.

7.4 Votes. The number of votes appurtenant to each respective Condominium shall be as set forth in Exhibit B. The number of votes appurtenant to each Condominium as set forth in Exhibit B shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.

7.5 Professional Management. The Association may carry out through the Manager those of its functions which are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

7.6 Amplification. The provisions of this Article 7 may be amplified by the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The initial Bylaws of the Association shall be in the form of Exhibit D, attached hereto and incorporated herein.

ARTICLE 8 - CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 The Common Elements. The Association, acting through its Board of Directors and subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the management and control of the Common Elements and all improvements thereon and shall maintain the Common Elements in a good, clean, attractive, safe and sanitary condition, order and repair; provided, however, that unless otherwise stated herein, each Owner shall keep the Limited Common Elements designated for use in connection with such Owner's Unit, if any, in a clean, sanitary and attractive condition. Without limiting the generality of the foregoing, the Association shall be responsible for the maintenance and repair of the exterior of the Building, other improvements and grounds, including, without limitation, painting thereof, repair and replacement of exterior trim, roofs and fences and maintenance of elevators, parking areas, landscaping, walkways and driveways. All goods and services procured by the Board of Directors in performing its responsibilities under this section shall be paid for with funds from the Common Expense Fund.

8.2 Miscellaneous Goods and Services. The Board of Directors may, in behalf of the Association, obtain and pay for the services of such personnel as the Board of Directors shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board of Directors may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board of Directors may, in behalf of the Association, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Elements (and for the Units to the extent not separately metered or billed), insurance, bonds and other goods and services common to the Units.

8.3 Real and Personal Property. The Board of Directors may acquire and hold on behalf of the Association real, personal and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise, provided that any acquisition or disposition of any real, personal or mixed property by the Board of Directors wherein the value of such property exceeds Twenty-Five Thousand Dollars (\$25,000) must be approved by a vote of at least fifty-one percent (51%) of the votes held by Owners voting in person or by proxy at a meeting duly called for such purpose. All such property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of such fund.

8.4 Rules and Regulations. The Board of Directors may make reasonable rules and regulations governing the use of the Units, the Common Elements, the Limited Common Elements and all parts of the Project, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Board of Directors on behalf of the Association may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of such Owner arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

8.5 Granting Easements. The Board of Directors may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, permits easements, licenses and rights-of-way over, under, across and through the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Project.

8.6 Statutory Duties and Powers. All duties, responsibilities, rights and powers imposed upon or granted to the "management committee" or to the "manager" under the Condominium Act shall be duties, responsibilities, rights and powers of the Board of Directors hereunder.

8.7 Implied Rights. The Association may exercise any right, power or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

8.8 Power of Attorney and Amendments. Each Owner makes, constitutes and appoints the Association such Owner's true and lawful attorney in such Owner's name, place and stead to make, execute, sign, acknowledge and file with respect to the Project such amendments to this Declaration and the Map as may be required by law or by vote taken pursuant to the provisions of this Declaration.

ARTICLE 9 - ASSESSMENTS

9.1 Agreement to Pay Assessments. Each Owner, by accepting a deed to a Unit (regardless of whether it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed to pay to the Association all Assessments that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to the Condominium Act or the Governing Documents.

9.2 Personal Obligation of Owner. The amount of any Assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of such Owner's Condominium or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid Assessments hereunder, the defaulting Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

9.3 Annual Assessments. Annual Assessments shall be computed and assessed against all Condominiums in the Project as follows:

(a) Common Expenses. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Elements and furnishing common utility services and other common items to the Condominiums. Such estimated expenses may include, without limitation, the following: Expenses of management; real property taxes and special assessments (unless and until the Condominiums are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees, including fees for a Manager; utility charges, including charges for utility services to the Condominiums to the extent not separately metered or

billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Elements that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration (collectively, the "Common Expenses"). All funds received from Assessments under this Section 9.3(a) shall be deposited into one of two separate and distinct funds which shall be created and maintained hereunder, one to cover operating expenses and one as a reserve fund for capital expenses (collectively, the "Common Expense Fund"). The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and Limited Common Elements the Association may be obligated to maintain, repair or replace. The reserve fund shall be maintained out of Annual Assessments.

(b) Apportionment. Common Expenses shall be apportioned among and assessed to all Condominiums and their Owners in the percentages set forth on Exhibit B attached hereto.

(c) Annual Budget. Assessments to cover estimated common Expenses for each fiscal year ("Annual Assessments") shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following, provided the first fiscal year shall begin on the date of this Declaration, and, on or before December 1 of each year thereafter, the Board of Directors shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessments for the upcoming fiscal year and as the major guideline under which the Project shall be operated during such fiscal year.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board of Directors shall notify each Owner in writing as to the amount of the Annual Assessment against such Owner's Condominium on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each Annual Assessment shall be payable in twelve equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which such Annual Assessment relates; provided, however, the Annual Assessment for the first fiscal year shall be based upon such portion of the first fiscal year. In the event that any installment of an Annual Assessment is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the Owner, accelerate the due date for all remaining unpaid installments of such Annual Assessment for the remainder of the

fiscal year and all accrued but unpaid interest thereon. Payment of the Annual Assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the Board of Directors to give timely notice of any Annual Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such Annual Assessment or any other Assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such Annual Assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's Assessments, the Board of Directors may, on behalf of the Association, levy additional Assessments in accordance with the procedure set forth in Section 9.4 below, except that the vote therein specified shall be unnecessary.

9.4 Special Assessments. In addition to the Annual Assessments authorized by this Article 9, the Board of Directors may, on behalf of the Association, levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the votes held by Owners voting in person or by proxy at a meeting duly called for such purpose, additional assessments ("Special Assessments"), payable over such periods as the Board of Directors may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in the percentages set forth in Exhibit B attached hereto. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from Special Assessments under this section shall be part of the Common Expense Fund.

9.5 Notice and Quorum for Special Assessments. Written notice of any meeting called for the purpose of authorizing a Special Assessment shall be sent to all Owners no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of the Total Votes of the Association (exclusive of suspended voting rights) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice

requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.6 Default Assessment. If any Common Expense is caused by the negligence or misconduct of an Owner or an Owner's Invitee, or a violation by and Owner or an Owner's Invitee of any covenant or condition of any of the Governing Documents, the Association may levy an Assessment against such Owner's Unit for such Common Expense. Each such Assessment and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any provision of the Governing Documents is referred to herein as a "Default Assessment".

9.7 Delinquent Assessments. The Association shall have the right to charge a late fee equal to five percent (5%) of any Assessment or installment thereof not paid within fifteen (15) days of the due date thereof. In addition, all unpaid Assessments or installments thereof shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum, commencing fifteen (15) days after the date each such Assessment or installment became due and continuing until such Assessment or installment is paid.

9.8 Lien for Assessments. All Assessments, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article 9, the Board of Directors may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board of Directors shall have the right and power in behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the subject Condominium in the name of the Association.

9.9 Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by an Owner or any other person, the Association within a reasonable period of time thereafter shall issue to such Owner or other person a written certificate stating (a) that all Assessments (including interest, costs and attorneys' fees, if any) have been paid with respect to any specified Condominium as of the date of such certificate, or (b) if all Assessments have not

been paid, the amount of such unpaid Assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or Mortgagee on, the Condominium in question.

9.10 Amendment of Article. This Article 9 shall not be amended unless at least seventy-five percent (75%) of the votes held by Owners voting in person or by proxy at a meeting duly called for such purpose consent and agree to such amendment.

ARTICLE 10 - INSURANCE

The Association shall at all times maintain in force insurance meeting the requirements set forth in this Article.

10.1 Hazard Insurance. The Association shall obtain and maintain a master or blanket policy of property insurance coverage for no less than the full insurable replacement value of the Common Elements, including all Units (other than the interior content thereof), fixtures, building service equipment, personal property and supplies owned by the Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. As a minimum, such policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. The insurance policy shall include (i) an agreed-amount endorsement or its equivalent, (ii) an extended-coverage endorsement, (iii) a vandalism and malicious mischief coverage, (iv) a special-form endorsement, and (v) a determinable-cash-adjustment clause or a similar clause to permit cash settlement covering full value of the Common Elements in case of partial destruction and a decision not to rebuild. The maximum deductible amount for such policy shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount. All premiums shall be paid as a Common Expense.

10.2 Liability Insurance. The Association shall obtain and maintain commercial general liability insurance insuring the Owners, the Association, the Board of Directors, the Manager, if any, and their respective employees and/or agents against general liability and claims arising in connection with the ownership, existence, use or management of the Common Elements, in an aggregate amount not less than Five Million Dollars (\$5,000,000.00), or such greater amount as the Board of Directors deems appropriate. Such insurance shall cover claims of one or more insured parties against other insured parties.

10.3 Policy Requirements. Any insurance policies obtained and maintained by the Association pursuant to Sections 10.1 and 10.2 above shall name as insureds the Association and each Owner, and shall provide that (i) the insurer waives its right of subrogation under the policy against any Owner or member of the Owner's household; (ii) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iii) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

10.4 Trustee. Any loss covered by the property insurance policy described in Section 10.1 above must be adjusted with the Association, and the insurance proceeds for that loss shall be payable to the Association or any insurance trustee designated for that purpose, and not to any Owners or Mortgagees. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 11.3(e), insurance proceeds must be disbursed first for the repair or restoration of the damaged property, and the Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Project has been repaired or restored or the Project is terminated.

10.5 Fidelity Bonds. If deemed appropriate by the Board of Directors, the Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of each bond. A lesser amount of fidelity insurance coverage is acceptable for the Project so long as the Association and the Manager adhere to the following financial controls: (1) the Association or the Manager maintains separate bank accounts for the working account and the reserve account, each with appropriate access controls, and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (2) the Manager maintains separate records and bank accounts for each Association that uses its services and the Manager does not have authority to draw checks on or to transfer funds from the Association's reserve account; or (3) two members of the Board must sign any checks written on the reserve account. Nevertheless, in no event may the amount of such bonds be less than the sum equal to three months' aggregate assessments on all Condominiums. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Association as obligee; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without

compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the Manager for its officers, employees and agents) shall be paid by the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association, and to any Insurance Trustee.

10.6 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

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

10.8 Owner's Own Insurance. Each Owner, at such Owner's own expense, may procure and maintain at all times fire and extended coverage insurance covering personal property of such Owner and additional fixtures and improvements added by such Owner to its Unit against loss by fire and other casualties, including, without limitation, vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this article. Notwithstanding the provisions hereof, such Owner may obtain insurance at such Owner's own expense providing such other coverage upon such Owner's Condominium and personal property, for personal liability and covering such other risks as such Owner may deem appropriate, provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this article. All such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Manager, each other Owner, and their respective Invitees.

ARTICLE 11 - DAMAGE OR DESTRUCTION

11.1 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as such Owner's attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the

interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

11.2 Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before.

11.3 Procedures. In the event all or any part of the Project is damaged or destroyed, and subject to the provisions of Article 14 below, the Association shall proceed as follows:

(a) Notice to Eligible Mortgagees. The Association shall give timely written notice to any Eligible Mortgagee in the event of substantial damage to or destruction of any Unit or any part of the Common Elements.

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

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

(d) Insufficient Insurance--Less than Seventy-Five Percent (75%) Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Article 9 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance--Seventy-Five Percent (75%) or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least

seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, and if Eligible Mortgagees who represent at least fifty-one percent (51%) of the votes on Condominiums subject to Mortgages held by Eligible Mortgagees approve such termination, the Association shall record in the office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

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

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

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

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

(f) In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

11.4 Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, (except as otherwise expressly provided herein). The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

11.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 11.3(d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Elements.

11.6 Amendment of Article. This Article 11 shall not be amended unless the Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Association appertain consent and agree to such amendment in an instrument duly executed and recorded in accordance with the provisions of this Declaration.

ARTICLE 12 - CONDEMNATION

12.1 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any First Mortgagee. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

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

12.3 Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant thereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Elements. Provided, however, to the extent that there are differences in the fair market values of the Condominiums immediately prior to the

condemnation, the Owners shall divide the condemnation award based upon the relative values of the Condominiums immediately prior to the condemnation. Such distribution shall be made by check payable jointly to the respective owners and their respective Mortgagees, as appropriate.

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

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

(i) The total amount apportioned to taking of or injury to the Common Elements shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Elements;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken in proportion to their respective undivided interests in the Common Elements;

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and

(vii) No provision of this Article 12 or any other provisions in this Declaration, the Articles or the Bylaws shall entitle the Owner of a Unit or other party to priority over any First Mortgagee holding such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement or proceeds from any eminent domain or condemnation proceeding.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a member of the Association and all voting rights and the undivided interest in the Common Elements appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interest in the Common Elements;

(ii) If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board of Directors, after duly considering any recommendations, proposals or other input from the Owners, that such taking does not make it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then, unless the interests of the Units in the Common Elements are equal, all voting rights and the undivided interest in the Common Elements appertaining to such Unit shall be reduced in proportion to the reduction in square footage of floor area of such Unit resulting from the taking. The voting rights and undivided interest in the Common Elements so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Elements; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence;

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board of Directors, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Elements appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Elements, and the remaining portion of such Unit shall thenceforth be part of the Common Elements;

(iv) The Board of Directors, after duly considering any recommendations, proposals or other input from the Owners, shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 12.4(b); provided, however, that if any such determination shall have been or such action taken by judicial decree, the Board of Directors shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Article 11 hereof for cases of Damage or Destruction; provided, however, that the provisions of said article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

ARTICLE 13 - TERMINATION AND SALE

13.1 Required Vote. Except as otherwise provided in Article 11 and Article 12, the Project may be terminated only by agreement of all the Owners.

13.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by Eligible Mortgagees who represent at least sixty-seven percent (67%) of the votes of Condominiums subject to First Mortgages held by Eligible Mortgagees. Notwithstanding the forgoing, no termination agreement shall be valid unless each holder of a lien affecting any unit agrees in writing that its lien may be transferred to the percentage of the undivided interest of the owner whose Unit is encumbered by such lien. Such approval (and any other approval related to an amendment to this Declaration) shall be deemed given when an Eligible Mortgagee fails to submit a response within thirty days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in Salt Lake County, Utah and is effective only on recordation. Upon termination, each Owner shall hold an undivided interest in the Project in a percentage equal to the percentage of the Common Elements appertaining to such Owner's Unit as set forth in Exhibit B.

13.3 Sale of Project. A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

13.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 13.1 and 13.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Condominium. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an

exclusive right to occupancy of the portion of the real estate that formerly constituted their Condominium in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

13.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Elements, as set forth in Exhibit B hereto, subject to the rights of Mortgagees with respect to such proceeds. Following termination, Mortgagees holding Mortgages on the Condominiums which were recorded before termination may enforce those liens in the same manner as any lienholder.

ARTICLE 14 - MORTGAGEE PROTECTION

14.1 Notice of Action. Upon written request made to the Association by a First Mortgagee, which written request shall identify the name and address of such First Mortgagee, and the number and address of the Condominium, any such First Mortgagee shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is a First Mortgage held by such First Mortgagee;
- (b) Any delinquency in the payment of Assessments or charges owed by an Owner, whose Condominium is subject to a First Mortgage held by such First Mortgagee, which default remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 14.2 below or elsewhere herein.

14.2 Matters Requiring Prior Eligible Mortgagee Approval. Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding First Mortgages on Condominiums having at least fifty-one percent (51%) of the votes of the Condominiums subject to First Mortgages held by Eligible Mortgagees shall be required to:

(a) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

(b) Add or amend any material provision of the Declaration, Articles, Bylaws or Map, which establishes, provides for, governs or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

(c) responsibility for maintenance and repairs;

(d) expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;

(e) hazard or fidelity insurance requirements; or

(f) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration.

Any First Mortgagee who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

14.3 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Governing Documents as well as its own books, records, and financial statements available for inspection by Owners or by First Mortgagees during regular business hours. Within 120 days after the end of each fiscal year, the Association shall have prepared a financial statement reviewed by an independent public accountant for the preceding fiscal year, a copy of which shall be available to any First Mortgagee on submission of a written request for it.

14.4 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Elements are not timely paid, or in the event the required hazard insurance described in Section 10.1(a) lapses, is not maintained, or the premiums therefore are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

14.5 Priority. No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective

Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Condominiums or the Common Elements.

14.6 Additional Information Made Available to First Mortgagees. In addition to the rights granted in Section 14.3, any First Mortgagor, upon request, be entitled to written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

14.7 Priority of First Mortgagee in Event of Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, no provision of the Governing Documents shall entitle the owner of a Unit or other party to priority over any First Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

14.8 Priority of First Mortgagee in Event of Condemnation. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, no provision of the Governing Documents shall entitle the Owner of a Unit, or any other party, to priority over any First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE 15 - COMPLIANCE WITH DECLARATION AND BYLAWS

15.1 Compliance. Each Owner shall comply strictly with the provisions of the Governing Documents and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case, by an aggrieved Owner.

15.2 Enforcement and Remedies.

(a) The obligations, provisions, covenants, restrictions and conditions contained in this Declaration with respect to the Association or the Common Elements shall be enforceable by the Association or by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration with respect to an Owner or a Unit shall be enforceable by the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

(b) In the event that an Owner should be in default of any of the provisions hereof, the Association may, in its discretion, exclude an Owner and such Owner's

Invitees from use of any Common Elements and from participation in any Association affairs, which exclusion may include suspension or such Owner's voting rights.

(c) In addition to the other rights and remedies provided herein or in any Governing Document, in the event that an Owner should be in default hereunder, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such default at the Owner's sole cost and expense. If the Association cures any such default, the Association's costs in doing so shall be deemed a Default Assessment, and the Owner shall pay such Default Assessment to the Association within thirty (30) days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine such Owner, as a Default Assessment, an amount not to exceed \$100.00 per violation. The Owner shall pay such Default Assessment to the Association within thirty (30) days after the Owner receives a written invoice therefor from the Association.

(iii) The Association shall have all other remedies available to it under the Governing Documents, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and not exclusive, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

15.3 Attorney's Fees. In the event of any dispute under or with respect to this Declaration or any other Governing Document, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

15.4 Notice and Hearing. Whenever a Governing Document requires that an action be taken after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Board or a committee or officer of the Association) shall give at least three (3) days' prior written notice of the proposed action to all Owners whose interests would be significantly affected by the proposed action, as reasonably determined by the proposing party. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the party proposing to take the action, and all affected Owners may give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not

bind the decision makers. Any affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given.

15.5 Non-Waiver. Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE 16 - GENERAL PROVISIONS

16.1 Intent and Purpose. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of a Condominium Project. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provisions, restrictions, covenants or conditions.

16.2 Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include both genders. The article and section headings set forth herein are for convenience and reference only and are not intended to expand, limit or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

16.3 Lists of Owners and Eligible Mortgagees. The Board shall maintain up-to-date records showing: (i) the name of each person who is an Owner, the address of such person, and the Condominium which is owned by him; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity and the Condominium which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an insurer or governmental guarantor, the address of such person or entity, and the Condominium which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Condominium, either the transferor or transferee shall furnish the Board 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 Board may for all purposes act and rely on the information concerning Owners and Condominium ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Condominium or Condominiums 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 Condominium owned by such person unless the Board is otherwise advised.

16.4 Amendment. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association present in person or represented by proxy entitled to be cast at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Salt Lake County Recorder of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

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


16.6 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah. On the date of this Declaration, the registered agent of the Association is Susan B. Peterson, Jones, Waldo, Holbrook & McDonough, P.C., 170 South Main Street, Suite 1500, Salt Lake City, Utah 84101.

16.7 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the Building or its drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or order of any governmental authority.

16.8 Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may be leasing, renting or selling under contract such Owner's Condominium. The Owner of a Condominium within the Project shall have no obligation for expenses or other obligations accruing after such Owner conveys such Condominium.


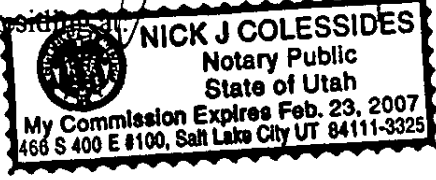
IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

DECLARANT: **PARK VIEW MEDICAL CENTER I, Ltd., a Utah limited partnership**


By: Welden L. Daines
Its: General Partner

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

The foregoing instrument was acknowledged before me this 22nd day of October, 2004, by Welden L. Daines of Park View Medical Center I, Ltd., a Utah limited partnership.


NOTARY PUBLIC
Residing at

NICK J COLESSIDES
Notary Public
State of Utah
My Commission Expires Feb. 23, 2007
466 S 400 E #100, Salt Lake City UT 84111-3325

My Commission Expires:

SALT LAKE COUNTY, a body corporate and politic, in which Parkview B Medical Office Condominiums, a Utah condominium project, is located, by and through its duly authorized _____ does hereby give final approval to such condominium project, to the foregoing Declaration, to the Record of Survey Map recorded concurrently herewith, and to the attributes of such condominium project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by the laws of Utah, 1975, Chapter 173, Section 18.

DATED: _____

SALT LAKE COUNTY

By _____

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

The foregoing Approval was acknowledged before me this ____ day of October, 2004, by _____, _____ of Salt Lake County.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT A

Legal Description .

PARCEL 1:

BEGINNING at a point North 0°14'32" East 322.96 feet and East 393.03 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat A", Big Field Survey, and running thence North 0°12'40" West 217.97 feet; thence North 89°47'20" East 16.50 feet; thence North 0°12'40" West 36.865 feet; thence North 89°47'20" East 352.06 feet; thence South 0°16'37" West 384.355 feet; thence South 89°47'20" West 33.28 feet; thence North 0°12'40" West 70.50 feet; thence South 89°47'20" West 223.03 feet; thence North 45°12'40" West 83.44 feet; thence South 89°47'20" West 49.97 feet to the point of BEGINNING.

PARCEL 2:

The non-exclusive easement for vehicular movement and access which is appurtenant to or intended to benefit the above-described PARCEL 1, as provided for and defined in that certain Declaration Of Easements And Restrictive Covenants recorded June 14, 1979 as Entry No. 3294602, in Book 4881, at Page 1309 in the office of the Salt Lake County Recorder, more particularly described as follows:

Thirty (30) feet in width, the centerline of which is described as follows: Beginning at a point on the East right-of-way line of 1100 East Street, North 0°14'32" East 256.51 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat "A", Big Field Survey, and running thence North 89°47'20" East 219.60 feet; thence North 44°47'20" East 91.92 feet; thence North 89°47'20" East 158.92 feet; thence South 45°12'40" East 140.34 feet; thence South 0°12'40" East 215.26 feet to the North right-of-way line of 3900 South Street.

PARCEL 3:

The non-exclusive easements for ingress and egress by vehicular and pedestrian traffic and for vehicular parking, which are appurtenant to or intended to benefit the above-described PARCEL 1, on, over, and across such portions of the Common Areas as are utilized for such purposes, as they may exist from time to time, as provided for and defined in that certain Declaration Of Easements And Restrictive Covenants recorded June 14, 1979 as Entry No. 3294602, in Book 4881, at Page 1309 in the office of the Salt Lake County Recorder, within the following described property:

Parcel "A-1": Beginning at a point North 0°14'32" East 20.00 feet and North 89°47'20" East 173.62 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat "A", Big Field Survey, and running thence North 0°12'40" West 236.50 feet; thence North 89°47'20" East 47.85 feet; thence North 44°47'20" East 91.92 feet; thence North 89°47'20" East 158.92 feet; thence South 45°12'40" East 83.44 feet; thence North 89°47'20" East 223.03 feet; thence South 0°12'40" East 70.50 feet; thence North 89°47'20" East 33.28 feet; thence South 0°16'37" West 27.00

(Continued)

feet; thence South 89°47'20" West 215.845 feet; thence South 0°12'40" East 158.00 feet; thence South 89°47'20" West 194.82 feet; thence North 85°19'36" West 152.676 feet; thence South 89°47'20" West 24.06 feet to the point of beginning.

Parcel "A-2": Beginning at a point on the East right-of-way line of 1100 East Street North 0°14'32" East 20.00 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat "A", Big Field Survey, and running thence North 0°14'32" East along said East right-of-way line 236.51 feet; thence North 89°47'20" East 171.75 feet; thence South 0°12'40" East 236.50 feet; thence South 89°47'20" West 173.62 feet to the point of beginning.

Parcel "A-3": Beginning at a point North 0°14'32" East 7.00 feet and North 89°47'20" East 544.72 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat "A", Big Field Survey, and running thence North 0°12'40" West 158.00 feet; thence North 89°47'20" East 215.845 feet; thence South 0°16'37" West 65.01 feet; thence South 89°47'20" West 110.00 feet; thence South 0°16'37" West 93.00 feet; thence South 89°47'20" West 104.50 feet to the point of beginning.

Parcel "B": Beginning at a point North 0°14'32" East 322.96 feet and East 393.03 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat "A", Big Field Survey, and running thence North 0°12'40" West 217.97 feet; thence North 89°47'20" East 16.50 feet; thence North 0°12'40" West 36.865 feet; thence North 89°47'20" East 352.06 feet; thence South 0°16'37" West 384.355 feet; thence South 89°47'20" West 33.28 feet; thence North 0°12'40" West 70.50 feet; thence South 89°47'20" West 223.03 feet; thence North 45°12'40" West 83.44 feet; thence South 89°47'20" West 49.97 feet to the point of beginning.

Parcel "C": Beginning at a point on the East right-of-way line of 1100 East Street, North 0°14'32" East 256.51 feet from the Southwest corner of Lot 2, Block 22, Ten Acre Plat "A", Big Field Survey, and running thence North 0°14'32" East 319.844 feet; thence North 89°47'20" East 407.513 feet; thence South 0°12'40" East 36.865 feet; thence South 89°47'20" West 16.50 feet; thence South 0°12'40" East 217.97 feet; thence South 89°47'20" West 108.95 feet; thence South 89°47'20" West 91.92 feet; thence South 89°47'20" West 219.60 feet to the point of beginning.

EXHIBIT B
UNITS, UNDIVIDED OWNERSHIP INTERESTS AND VOTES

UNIT NUMBER	SQUARE FOOTAGE	UNDIVIDED OWNERSHIP INTERESTS	VOTES
101	4129	10.29 %	10.29
102	1157	2.88 %	2.88
103	845	2.11 %	2.11
104	655	1.63 %	1.63
105	779	1.94 %	1.94
106	861	2.15%	2.15
107	1040	2.59 %	2.59
108	732	1.82 %	1.82
109	658	1.64 %	1.64
110	1326	3.30 %	3.30
111	555	1.38 %	1.38
112	655	1.63 %	1.63
113	956	2.38 %	2.38
114	2358	5.88 %	5.88
115	1190	2.97 %	2.97
116	1137	2.83 %	2.83
201	3242	8.08 %	8.08
202	885	2.21 %	2.21
203	720	1.79 %	1.79
204	1232	3.07 %	3.07
205	984	2.45 %	2.45
206	854	2.13 %	2.13
207	1109	2.76 %	2.76

UNIT NUMBER	SQUARE FOOTAGE	UNDIVIDED OWNERSHIP INTERESTS	VOTES
208	1109	2.76 %	2.76
209	1820	4.53 %	4.53
210	2143	5.34 %	5.34
211	2143	5.34 %	5.34
212	4860	12.11 %	12.11

EXHIBIT C

BYLAWS

***BYLAWS OF
PARKVIEW B MEDICAL OFFICE CONDOMINIUMS
OWNERS ASSOCIATION, INC.***

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**BYLAWS OF
PARKVIEW B MEDICAL OFFICE CONDOMINIUMS
OWNERS ASSOCIATION, INC.**

The following shall be the Bylaws of the Parkview B Medical Office Condominiums Owners Association, Inc., a Utah nonprofit corporation (the "Association"). All capitalized terms used but not defined herein shall have the meaning given them in the Declaration of Condominium, dated as of October __, 2004, pertaining to the Building (the "Declaration"), as it may be modified or amended from time to time.

ARTICLE 1: NAME AND LOCATION

The name of the corporation is Parkview B Medical Office Condominiums Owners Association, Inc. The principal office of the corporation shall be located at Wasatch Sleep Health Center, C/O Christopher M. Johnson, 1151 East 3900 South, Suite B240, Salt Lake City, Utah 84124 or such other location as may be designated by the Board of Directors from time to time, but the meetings of Members and of the Board of Directors may be held at such places in the State of Utah as may be designated by the Board of Directors.

ARTICLE 2: PURPOSE; ASSENT

2.1 Purposes. The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Units and the Common Elements and Common Facilities within the Project; (ii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby; (iii) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto; (iv) to preserve, protect, and enhance the values and amenities of the Project; and (v) to promote the health, safety, and welfare of the Owners and users of the Project.

2.2 Assent. All present and future Owners, Mortgagees, lessees and occupants of any Unit and any other persons who may use the Project or any portion thereof in any manner are subject to the Declaration, these Bylaws, and all rules made pursuant hereto and any amendments hereof. The acquisition, lease, or occupancy of a Unit shall constitute acceptance and ratification of, and an agreement to comply with, the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant thereto, as they may be amended from time to time.

ARTICLE 3: MEMBERSHIP

Each Owner of a Unit shall be, and no person or entity other than an Owner of a Unit may be, a Member of the Association. Membership in the Association for each Owner shall be mandatory, and not optional, and shall be appurtenant to and may not be separated from the ownership of a Unit. Membership in the Association shall begin immediately and automatically

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upon acquisition of a Unit and shall terminate immediately and automatically upon ceasing to be an Owner of a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under the Declaration during the period of such ownership. Neither the issuance nor the holding of shares of stock shall be necessary to evidence membership in the Association. The rights and duties appertaining to membership in the Association, including voting rights, shall be governed by the Declaration.

ARTICLE 4: MEETINGS OF MEMBERS

4.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular meeting of the Members shall be held at some reasonable location in Salt Lake County, Utah on a date and at a time fixed by the Board of Directors. The purpose of the annual meetings is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members entitled to cast twenty percent (20%) of all of the votes in the Association.

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than forty-five (45) days before the meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4 Waiver of Notice. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place of the meeting unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

4.5 Quorum. The presence at the meeting of Members, in person or by proxy, entitled to cast at least 50% of all the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than

announcement at the meeting, until a quorum shall be present or be represented by proxy.

4.6 Actions Binding on Members. A simple majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

4.7 Action Taken Without a Meeting. Any action that may be taken at any regular or special meeting of the Association may be taken without a meeting if the following requirements are met:

(a) A written ballot is distributed to every Member entitled to vote setting forth the proposed action, providing an opportunity to signify approval or disapproval of the proposal and providing a reasonable time (not to exceed sixty (60) days) for the Member to return the ballot to the Association.

(b) The number of votes cast by ballot within the specified time under Subparagraph (a) above equals or exceeds the quorum required to be present at a meeting authorizing the action.

(c) The number of approvals of the action equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

4.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by his or her attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall indicate the name of the secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting to whom the proxy is to be given for the purpose of casting the vote to reflect the absent Member's vote as specified in the form of proxy. If a Unit is jointly held, the instrument authorizing a proxy to act must have been executed by all Owners of such Unit or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

4.9 Designation of Voting Representative by Non-Individual Owners. If title to a Unit is held by a corporation, partnership, association, limited liability company or other legal entity, the voting privilege appurtenant to that Unit may be exercised only by a proxy executed on behalf of such entity, filed with the secretary of the Association, an appointing and authorizing

one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Unit at the meeting.

4.10 Voting by Multiple Owners. If title to a Unit is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy, and if a majority of the Owners for a Unit cannot agree, then the Owners of such Unit shall not be entitled to vote. An Owner may not revoke a proxy given pursuant to this Section 4.10 except by actual notice of revocation to the person presiding over a meeting of the Association.

ARTICLE 5: BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

5.1 Number. The affairs of the Association shall be managed by a Board of not less than three (3) and no more than nine (9) Directors, who need not be Members of the Association. The number of Directors shall be established from time to time by amendment to these Bylaws. The initial number of Directors shall be three (3).

5.2 Term of Office. At the first annual meeting the Members shall elect one (1) Director for a term of one (1) year and two (2) Directors for a term of two (2) years, and at each annual meeting thereafter the members shall elect, for a two (2) year term, Directors to fill the positions vacated at such meeting (or created by an amendment increasing the number of Directors).

5.3 Removal. Any Director may be removed from the Board of Directors, with or without cause, by a simple majority of the votes of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

5.4 Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 6: NOMINATION AND ELECTION OF DIRECTORS

6.1 Nominations. Nominations for positions on the Board of Directors shall be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual

meeting of the Association, which petition shall be signed by Owners holding two (2) or more Memberships and signed by the nominee named therein indicating his or her willingness to serve as a Director, if elected.

6.2 Election. Voting for the Board of Directors shall be by secret written ballot. Each Member shall be entitled to cast the vote appertaining to such Member's Unit multiplied by the number of Board of Director seats to be filled. Each Member may cumulate its votes and cast all of them in favor of a single candidate, or distribute its votes on the same principle among as many candidates as the Member sees fit.

ARTICLE 7: MEETINGS OF DIRECTORS

7.1 Regular Meetings. The Board of Directors shall hold a regular meeting at least quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should a regularly scheduled meeting date fall upon a legal holiday, then that meeting shall be held at the same time on the next business day which is not a legal holiday.

7.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

7.4 Actions Binding. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

7.5 Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

7.6 Action Taken without a Meeting. The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written

approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.

ARTICLE 8: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 General Powers. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration, or the Act, the Board of Directors may do all such acts and things which are not specifically required to be done by the members and may otherwise act in all instances on behalf of the Association.

8.2 Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 8.1 above, the Board of Directors shall have the following powers and duties, subject only to applicable requirements of the Act:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, and other provisions of the Declaration;
- (b) To adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the Members and their guests thereon, and to establish penalties of the infraction thereof and to enforce compliance therewith;
- (c) To keep in good order, condition and repair all the Common Elements and all items of personal property, if any, used in the enjoyment of the Common Elements;
- (d) To fix, determine, levy, and collect the annual, special, and other assessments to be paid by each Member in accordance with the Declaration and the Act;
- (e) To retain or remove a manager or management company (a "Manager") and such other personnel as may be necessary for the operation, maintenance, repair and replacement of the Common Elements;
- (f) To borrow funds to pay for any expenditure or outlay required pursuant to the authority granted by the Declaration and these Bylaws, and subject to the limitations of the Act, and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board shall not borrow, or cause the Association to be indebted for, more than \$100,000.00 at any given time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue; and provided further that the Board shall not encumber the Common Elements;
- (g) To enter into contracts within the scope of their duties and powers;

(h) To establish bank accounts for the operating account of the Association and for all separate funds as required or deemed advisable by the Board;

(i) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagees during convenient weekday business hours;

(j) To cause to be maintained the insurance coverage as may be necessary to comply with the requirements of the Declaration, these Bylaws, and the Act;

(k) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(l) To prepare a budget before the close of each fiscal year of the Association in accordance with the Declaration and the Act;

(m) To suspend a Member's voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association; and

(n) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles, or the Declaration.

8.3 Manager. The Board may employ a professional management agent or agents as a Manager, with compensation established to perform such duties and services as authorized by the Board. The Board may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws, except that the Board may not delegate the power to determine and levy annual, special, or other assessments or any other powers or duties reserved to the Board by law. If the Board delegates to the Manager powers relating to collection, deposit, transfer, or disbursement of Association funds: (a) the Manager shall maintain fidelity insurance coverage or a bond in an amount not less than the greater of \$100,000.00, or the amount of three months current assessments plus reserves, on all Units, or such higher amount as the Board may determine, and (b) the Manager shall maintain all funds and accounts of the Association separate from the funds and accounts of the Manager and of other associations managed by the Manager.

ARTICLE 9: OFFICERS AND THEIR DUTIES

9.1 Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

9.3 Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

9.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 above.

9.8 Duties. The duties of the officers are as follows:

(a) President:

The President shall preside at all meetings of the Members and the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) Vice President:

The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

(c) Secretary:

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board of Directors.

(d) Treasurer:

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE 10: INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall provide any indemnification required by the laws of Utah and shall indemnify Directors, officers, agents and employees as follows:

10.1 Third Party Litigation. The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any action, suit or proceedings, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.2 Association Litigation. The Association shall indemnify any Director or officer of the Association who was or is a party or is threatened to be made a party to any action or suit by

or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

10.3 Expenses. To the extent that a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.1 or 10.2 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 10.4 below.

10.4 Determination of Right to Indemnity. Any indemnification under Section 10.1 or 10.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1 or 10.2 above. Such determination shall be made (i) by the Board of Directors of the Association by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, and such a quorum of disinterested Directors so directs, by independent legal counsel (who may be regular counsel for the Association) in a written opinion; and any determination so made shall be conclusive.

10.5 Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.

10.6 Other Indemnification Rights. Agents and employees of the Association who are not Directors or officers of the Association may be indemnified under the same standards and procedures set forth above, in the discretion of the Board of Directors of the Association.

10.7 Benefitted Parties. Any indemnification pursuant to this Article 10 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE 11: COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes.

ARTICLE 12: BOOKS AND RECORDS

12.1 Accounting.

(a) The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

(b) At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent public accountant approved by the Association, and financial statements shall be prepared by such accountant and distributed to all Members.

12.2 Inspection of Records. The membership register, books of account and minutes of meetings of the Association, the Board of Directors and committees of the Board of Directors and all other records of the Project maintained by the Association or Manager shall be made available for inspection and copying by any Member or his or her duly appointed representative at any reasonable time and for a non-commercial purpose reasonably related to his or her interest as a Member, at the office where the records are maintained. Upon receipt of a written request from a Member along with the fee prescribed by the Board of Directors to defray the costs of reproduction, the Manager or other custodian of records of the Association shall prepare and transmit to the Member a copy of any and all records requested. The Board of Directors shall establish reasonable rules with respect to:

(a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;

(b) Hours and days of the week when such an inspection may be made; and

(c) Payment of the cost of reproducing copies of documents requested by a Member.

Every member of the Board of Directors, subject to the conditions set forth above, shall have the absolute right at any reasonable time to inspect and make copies of all books, records and

documents of the Association and to inspect all real and personal properties owned or controlled by the Association.

ARTICLE 13: AMENDMENTS


13.1 Amendment Procedure. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of the Members present in person or by proxy.

13.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

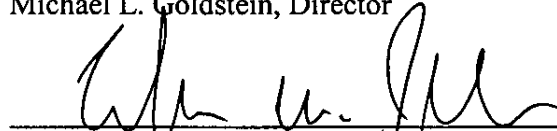
ARTICLE 14: FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association and end on the 31st day of the following December.

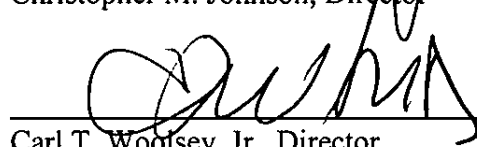
IN WITNESS WHEREOF, we, being all of the Directors of Parkview B Medical Office Condominiums Owners Association, Inc., have hereunto set our hands this ___ day of October, 2004.



Michael L. Goldstein, Director



Christopher M. Johnson, Director



Carl T. Woolsey, Jr., Director

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Parkview B Medical Office Condominiums Owners Association, Inc., a Utah nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 12th day of October, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary of the Association this 22nd day of October, 2004.

PARKVIEW B MEDICAL OFFICE CONDOMINIUMS
OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By _____

Christopher M. Johnson, Secretary

