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DOUG. H. IS  
WEBER COUNTY CLERK  
DEPUTY *Lara Thompson*

PLATED  VERIFIED  ENABLING DECLARATION  
ENTERED  MICROFILMED  
FOR  
MEADOW BROOK

JUN 26 2 24 PM '86

FILED AND RECORDED FOR  
*Nixon & Nixon*

THIS DECLARATION is made and executed this 26th day of June, 1986, by Nixon & Nixon, Inc. a Utah Corporation, hereinafter designated and referred to as "DECLARANT", pursuant to the provision of the Utah Condominium Ownership Act:

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit A hereto in Weber County, State of Utah.

WHEREAS, the aforesaid property consists of or will consist of the land described above, together with common area improvements and related improvements which have been or are being constructed thereon as a condominium project in several separate phases; and,

WHEREAS, Declarant will construct the common area and other improvements upon the aforesaid premises as the first Phase in accordance with the Record of Survey Map filed herewith, dated the 26th day of June, 1986, consisting of 1 sheets, prepared and certified by John Reeves, a duly registered Utah Land Surveyor; and

WHEREAS, Declarant desires and intends by filing this Declaration and the aforesaid Record of Survey Map to submit the above-described property and its subsequent Phases and the said common area improvements being constructed thereon, together with

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all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a Condominium Project to be known as Meadow Brook; ~~and~~, Amended. PRUD Condominium

WHEREAS, Declarant desires and intends to sell and convey its interest in the individual Units which are to be contained in said Condominium Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, restrictions, limitations, conditions and uses to which the property submitted to said Condominium Project shall hereafter be subject:

PART I: DEFINITIONS

When used in this Declaration, the following terms shall have the meaning indicated. To the extent applicable to the tenor thereof and not expressly inconsistent herewith, definitions contained in the Act are incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

A. The term "Act" shall mean and refer to the Utah Condominium Ownership Act, as the same may be amended from time to time.

B. The terms "Condominium Project" and "Project" shall mean and refer to Meadow Brook.

C. The terms "Record of Survey Map" and "Survey Map" shall mean and refer to that certain Record of Survey Map filed with this Declaration dated the 26th day of June, 1986, consisting of 1 sheets, prepared and certified by John Reeves, a duly registered Utah Land Surveyor and subsequent

documents prepared for subsequent Phases.

D. The term "Common Areas and Facilities" shall mean and refer to:

(1) The portions of the above-described real property and interests in real property which this Declaration submits to the Act;

(2) Those Common Areas and Facilities specifically set forth and designated as such in the Record of Survey Map and subsequent Record of Survey Maps in succeeding Phases.

(3) That part of the Condominium Project not specifically included within the respective Units, as hereinafter defined;

(4) All Limited Common Areas and Facilities.

(5) All parking areas;

(6) All installations for and equipment connected with the furnishing of Project utility services such as electricity, gas, water, and sewer.

(7) All trucks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use;

(8) All other parts of the Project normally in common use or necessary or convenient for its use, existence, maintenance, safety, or management.

(11) All "Common Areas and Facilities" so defined in the Act, whether or not expressly listed herein.

E. The term "Meadow Brook Owners Group" shall mean and

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refer to all of the Unit Owners of the Meadow Brook Units to be located in the Condominium Project, including the original purchasers and others who may become Unit Owners of this or subsequent Phases in the future. It is expressly covenanted and agreed that the Meadow Brook Owners Group is an unincorporated group of the Unit Owners bound together by this Declaration and such other agreements as they may make or enter into to accomplish the purposes and objectives contained herein.

F. The terms "Unit" shall mean and refer to one of the lots to be contained in the Condominium Project, which is designated as such on the Record of Survey Map and on Exhibit B attached hereto and made a part hereof and subsequent Units shown on Survey Maps relating to the balance of the real property described in Exhibit A.

G. The terms "Unit Owner" or "Owner" shall mean and refer to the record owner (in the office of the Recorder of Weber County, Utah) of a fee or an undivided fee interest in the Unit contained in the Condominium Project, together with the undivided ownership interest in the Common Areas and Facilities appurtenant thereto as herein established.

The terms "Unit Owner" or "Owner" shall not refer to any mortgagee as herein defined unless such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

H. The term "Common Expenses" shall mean and refer to all sums which may be lawfully expended on behalf of all the Unit Owners and assessed against the Unit Owners in accordance with

the provisions of the Act, this Declaration and such other agreements, by-laws, rules and regulations as the Owners or Management Committee from time to time may make and adopt.

I. The term "Management Committee" shall mean the Management Committee of the Project.

J. The term "Manager" shall mean and refer to the person, persons, corporation or institution selected by the Management Committee to manage the Condominium Project, who shall be subject to the control of the Management Committee.

K. The term "Mortgage" shall mean and refer to any mortgage, deed of trust, or other security instrument by which a unit is encumbered.

L. The term "Mortgagee" shall mean and refer to any person named as the mortgagee or beneficiary of any mortgage under which the interest of any unit owner is encumbered.

M. The term "Declaration" shall mean this Enabling Declaration.

N. The term "Unit Number" shall refer to the number which designates a Unit on the Record of Survey Map and on Exhibit \_\_\_\_ hereto.

PART II: SUBMISSION, COVENANTS, CONDITIONS AND UNDERSTANDINGS.

A. Submission. Declarant hereby submits to the provisions of the Act as the Project, the ownership interest in real property described above, and the buildings, and other improvements constructed or to be constructed thereon, together with all appurtenances thereto, as described above and on the Survey Map, all to be known as Meadow Brook. Subsequent portion

of the Exhibit A property will be submitted upon recordation of subsequent Survey Maps.

It is the general purpose of Declarant and of the Unit Owners to have the Condominium Project operated and maintained under condominium ownership, as a personal residence condominium project. This Declaration is submitted in accordance with the terms and provisions of the Act and shall be construed in accordance therewith.

B. Description of Improvements: The improvements included in the Project are described on the Survey Map.

C. Covenants to Run with Land. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby submitted to the Act and shall inure to the benefit of and shall be binding upon all subsequent Owners of all or any part of the Condominium Project, and upon their grantees, successors, heirs, executors, administrators, devisees and/or assigns.

D. Units. To establish a plan of Condominium Ownership for Phase One of the Condominium Project, the Condominium Project is hereby divided into 58 Units as described in Exhibit B and as more particularly described on the Survey Map. Said Units, together with their appurtenant interests in the Common Areas and Facilities, shall constitute separate freehold estates for all purposes provided by the Act, and Declarant also hereby declares that the Project and every part hereof is held and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied or otherwise affected in any manner subject to the provisions of

this Declaration and the Act. Subsequent Phases will have units numbered consecutively.

E. Common Areas and Facilities. The Common Areas and Facilities of Phase One of the Project, as hereinabove defined and as shown on the Survey Map, are hereby set aside for the use and benefit of the respective Unit Owners in accordance with and for all purposes provided by the Act. Subject to the limits contained in this Declaration, any Unit Owner shall have the non-exclusive right to use the Common Areas and Facilities. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature.

Subject to the provisions hereof concerning reduction in magnitude of undivided interests in the event Phase Two and in subsequent Phases is included in the Project, each Unit Owner shall own the percentage of undivided interest in the Common Areas and Facilities set forth for such Unit Owner's respective Unit on Exhibit B attached hereto, and the Common Areas and Facilities shall be owned in common by all of the Owners of the Units and no Unit Owner may bring any action for the partition thereof. The percentage of undivided ownership interest appurtenant to each Unit (as set forth in Exhibit B hereto) has been determined by dividing one by the number of Units. The percentages of undivided ownership interest set forth above shall be appurtenant to the respective Units to which they have been assigned and shall not, from and after recording of this Declaration, be separated from such Units or be separately conveyed therefrom.

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In the event any portion of the Common Areas and Facilities encroaches upon any of the Units, a valid easement shall exist for such encroachment, and for the maintenance of the same, so long as such encroachment exists. In the event the Condominium Project is partially or totally destroyed, and then rebuilt substantially as originally constructed, minor encroachments shall be permitted, as required, upon the Units, and easements for such encroachments and or the maintenance of same, shall exist from and after the time reconstruction is accomplished.

F. Condition, Maintenance and Use of Units. Each Unit shall be maintained so as not to affect adversely the value or use of any other Unit. The Committee shall have no obligation regarding maintenance or care of Units.

G. Management Committee. The Condominium Project, including the Common Areas and Facilities, shall be managed, operated and maintained by the Management Committee as agent for the Meadow Brook Owners Group, in accordance with the terms, conditions and provisions of the Act, this Declaration, and all other agreements and determinations, lawfully made and/or entered into by the Meadow Brook Owners Group and the Management Committee respecting the Condominium Project.

H. Status and Authority of Committee. The Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (i) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:



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(a) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities.

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

(c) The power to sue and be sued.

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

(e) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

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

(h) The authority to promulgate such reasonable rules,

regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interest of the Unit Owners.

(i) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

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

J. Composition of Management Committee. The Committee shall be composed of three members. At the first regular Owners meeting two Committee members shall be elected for two-year terms and one member for a one-year term. At each annual Owners meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only Unit Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership. At the annual meeting the percentage of undivided ownership interest appurtenant to a Unit may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled. Notwithstanding the foregoing limitations, until the first annual meeting of the Owners the members shall hold the

office indicated opposite his name:

E. J. Nixon, Jr. - President

Daniel P. Nixon - Vice President

Odean McCann - Secretary-Treasurer

In the event a Committee seat becomes vacant for any cause the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. A member shall serve on the Committee until his successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. Members of the Committee shall not receive a salary for serving on the Committee but shall not be precluded from serving the Project in another capacity and receiving compensation therefore.

K. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Project and of the Management Committee and shall exercise general supervision over the property and affairs of the Project. He shall sign on behalf of the Project all conveyances, mortgages and contracts or material

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importance to its business, and shall do and perform all acts and things which the Management Committee may required of him. He shall receive no compensation for his services as President of the Project or for acting in that capacity. The President shall be invited to attend meetings of each special committee, and shall be in each case where he may desire such status, an ex officio member of each committee.

(b) Vice President. In the event of the President's absence of inability to act, the Vice President shall have the powers of the President. He shall perform such other duties as the Management Committee may direct. The Vice President shall receive no compensation for his services in such capacity.

(c) Secretary. The Secretary shall keep the minutes of meetings of the Committee and of the Unit Owners, and such books and records as any resolution of the Management Committee may required him to keep. He shall be the custodian of the records of the Project, as are normally kept by a secretary. He shall perform such other services as the Management Committee may direct, but shall receive no compensation for his services in such capacity. An Assistant Secretary may be elected who shall in the event of the Secretary's absence or inability to act, perform the duties and functions of the Secretary.

(d) Treasurer. The Treasurer shall have the custody and control of the funds available to the Project, subject to the direction of the Management Committee. He shall, when

requested by the President, report the state of finances of the Project at each Annual Meeting of the Unit Owners and at any meeting of the Management Committee. He shall perform such other services as the Management Committee may require of him but shall receive no compensation for his services in such capacity. The office of Vice President and Treasurer, or of Secretary and Treasurer may be held by the same Committee member.

L. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the Committee may provide. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Either oral or written notice of special meetings shall, unless a waiver of such notice is signed by all members, be given to each Committee member at least 24 hours before the time fixed for the meeting. Any meeting attended by all Committee members shall be valid for all purposes. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

M. Special Committees. The Management Committee may, by resolution passed by a majority of the whole committee, designate one or more special committees, each special committee to consist of two (2) or more, of the Unit Owners of the Project, which, to the extent provided in said resolution, shall have and may

exercise the powers in said resolution set forth. Such special committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the committee when required. The President may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

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

O. Owners Meetings. The regular meeting of the Unit Owners shall be held at 7:00 p.m. on the 1st day of May, 1987 and on the 1st day of May of each succeeding year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Weber County, State of Utah, specified in the notice of meeting. At least 10 but not more than 30 days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each person who appears as an Owner, at

the latest address for such persons appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose of the meeting.

Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least seven but not more than 30 days before the date set for a special meeting written notice thereof shall be given in the manner described in the immediately preceding paragraph.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting shall be valid for all purposes. The presence of Owners entitled to cast a majority of all the undivided ownership interest in the Project shall constitute a quorum for the transaction of business at any Owners meeting. In the event a quorum is not present at a meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. The presence of Owners entitled to cast 25% of all the undivided ownership interest in the Project shall constitute a quorum at a rescheduled meeting.

P. Voting--Multiple Ownership. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest which is appurtenant thereto. In

the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

Q. Capital Improvements. Additions or capital improvements to the Project which cost no more than \$1,000.00 may be authorized by the Management Committee alone. Additions or capital improvement the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its costs and prior to being constructed, be authorized by at least 75% of the Project's undivided ownership interest.

R. Operation and Maintenance. The Management Committee shall, as a portion of the Common Expenses, pay for all utility services furnished to the common areas. The Committee shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair.



of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the Unit itself. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

U. Insurance. The Management Committee shall secure and at all times maintain the following insurance coverages:

(1) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the common areas which may arise among themselves, to the public, or to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$500,000.00 for any one person injured, \$1,000,000.00 for all persons injured in any one accident, and \$20,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced. The following additional provisions shall apply with respect to

S. Payment of Expenses. Before May 1st of each year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the 12-month period commencing with the following June 1st. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund an appropriate reserve to cover major repair or replacement of portions of the Common Areas and Facilities. The total of such expenses shall be apportioned among all Units on the basis of their appurtenant percentages of undivided ownership interest. Prior to the first day of each month during the fiscal year covered by the budget each unit owner shall pay to the Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Committee so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Unit during a 12-month period be determined on the basis of its appurtenant undivided ownership interest.

T. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses, the Committee may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. Regardless

**insurance:**

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

(b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

(c) The Committee shall have the authority to adjust losses.

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

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

V. Damage to Project. In the event the Condominium Project improvements are destroyed or damaged to the extent of seventy-five percent (75%) or less of the value thereof, the Management

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Committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition they were in immediately prior to such destruction or damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction, or damage. All of the Units shall be assessed for any deficiency on the basis of their respective appurtenant owner types of undivided ownership interests. In the event the Condominium Project improvements are destroyed or damaged to the extent of more than seventy-five percent (75%) of the value thereof, the Unit Owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless owners representing not less than seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities agree to the withdrawal of the Condominium Project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt, or restored to the same condition as they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, the Unit Owners shall contribute to such cost in relation to their percentage of undivided ownership in the Common Areas and Facilities.

W. Mortgage Protection. In the event an Owner neglects for a period of thirty (30) or more days to cure any failure on his

part to perform any of his obligations under this Declaration, the Committee shall give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's Unit.

The lien for unpaid Common Expense assessments provided for under the act shall be subordinate to any first mortgage (or trust deed) affecting a Unit, but only to the extent of assessments which become due prior to foreclosure of the mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.

Unless all holders of first mortgages (or trust deeds) on the individual Units have given their prior written approval, neither the Committee nor the Owners shall be entitled to:

(a) Change the magnitude of the percentage of undivided ownership interest which is appurtenant to any Unit (except as provided in Paragraph Y. below);

(b) Partition and subdivide any Unit or the Common Areas and Facilities; or

(c) By act or omission seek to abandon the condominium status of the Project (except as provided in the Act and herein in the event of substantial damage to the Units and the Common Areas and Facilities).

X. Amendment. The Unit Owners shall have the right to amend this Declaration and/or Record of survey Map upon the approval and consent of Unit Owners representing not less than two-thirds (2/3) of the undivided interests in the Common Areas and Facilities. Any amendment if authorized shall be

accomplished through the recordation of an instrument executed by the Management Committee.

Y. Compliance. Each Unit Owner, tenant and occupant of an Office Unit shall comply with the provisions of the Act, this declaration, and all agreements and determinations lawfully made or entered into by the Meadow Brook Owners Group and the Management Committee or Manager, where acting within their authority; and any failure to comply with any of the provisions of said Act, Declaration, Procedures, agreements and/or determination, or of any amendments thereto, shall be grounds for an action by the Meadow Brook Owners Group or the Management Committee to recover any loss or damage resulting therefrom, or for injunctive relief.

Z. Record of Ownership. Whenever there is a change for any reason, in the ownership of an Office Unit, or a part thereof, and its appurtenant interest in the Common Areas and Facilities, the Meadow Brook Owners Group, the Management Committee or the Manager, may require as a condition to recognizing the new Unit Owner, or Owners, as such, that the new Unit Owner, or Owners furnish evidence substantiating the new ownership, including copies of legal papers, documents or court proceedings.

AA. Miscellaneous. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act.

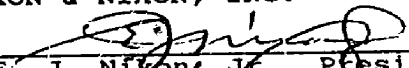
If any provision of this Declaration is determined to be invalid, the remaining provisions hereof shall remain in full force and effect and shall not be affected thereby.

E. J. Nixon, Jr., whose address is 550 North Main, Logan, Utah, is hereby designated as the person to receive service of process in connection with the Condominium Project for all purposes provided by the Act; provided, however, that the Management Committee shall have the right to appoint a successor or substitute process agent. Such a successor or substitute process agent. Such a successor or substitute process agent shall be designated and appointed by duly executed instruments filed in the Office of the County Recorder of Weber County, State of Utah, for attachment to this Declaration.

This Declaration shall take effect upon recording as provided by the Act.

MADE AND EXECUTED the day and year first above written.

NIXON & NIXON, INC.

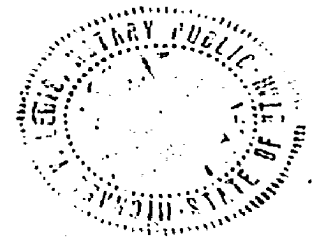
By   
E. J. Nixon, Jr., President

STATE OF UTAH            )  
                                  (ss:  
County of Weber        )

On the 26th day of June, 1986, personally appeared before me E. J. Nixon, Jr., who being by me duly sworn, did say that he is the president of Nixon & Nixon, Inc., a Utah Corporation, and that said instrument was executed on behalf of said corporation by authority of its bylaws, and said president acknowledged to me that said corporation executed the same.

  
Notary Public

Commission expires: 12-18-86  
Residing at: Kaysville, Utah



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