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WASATCH COUNTY CORPORATION
For: HEBER 321 LLC

# DECLARATION

OF

# CONDOMINIUMS AND COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE

# HEBER 321 CONDOMINIUMS

February 2022

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# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
## FOR THE
# HEBER 321 CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions for the Heber 321 Condominiums ("Declaration") is made and executed pursuant to the provisions of the Utah Condominium Ownership Act this ______ day of __________________, 2022 by Heber 321, LLC, a Utah limited liability company ("Declarant").

## RECITALS

WHEREAS, Declarant is the fee owner of the Property described in the attached Exhibit "A"; and

WHEREAS, Declarant intends to develop the Property in accordance with the Plat defined below and the terms and conditions contained herein; and

WHEREAS, Declarant intends by recording this Declaration and the Plat to impose upon the Property , the Development defined below, and all improvements now or hereafter constructed thereon or as a part thereof, mutually beneficial restrictions under a general plan of improvement for the benefit of all Units and Owners defined below;

NOW, THEREFORE, the Declarant hereby makes the following Declaration:

## ARTICLE I
## GENERAL

1.1 **Purposes of Declaration.** Declarant desires and intends by filing this Declaration and the Map (defined below) to submit the property described in the attached Exhibit "A" and all improvements constructed thereon to the provisions of the Utah Condominium Ownership Act ("Act") as a condominium project, and to impose upon said property mutually beneficial restrictions under the general plan of improvement for the benefit of all said condominiums and the owners thereof. It is the desire and intention of Declarant to divide the project into condominiums and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed.

1.2 **Declaration as Condominium.** The Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums. The terms of this Declaration shall be deemed to run with the land and shall be a burden and benefit to Declarant, their successors and assigns and any person hiring or owning an interest in the real property and improvements and guarantees, successors, heirs, executors, administrators and assigns.

## ARTICLE II
## DEFINITIONS

All applicable portions of the definitions as contained in the Utah Code Annotated, 1953, Section 57-8-3, as amended shall apply to this Declaration and the property, except as particularly modified or changed by individual definitions hereinafter contained.

2.1 **"Act"** shall mean and refer to the Condominium Ownership Act, Title 57, Chapter 8, Utah Code (1953), as the same may be amended from time to time, including any successor statutory provisions thereof.

2.2 **"Association"** means the Heber 321 Owners Association, a Utah nonprofit corporation, the creation of which and the articles of incorporation of which (attached as Exhibit "B") are approved upon the adoption of this Declaration. The Association is formed for the purpose of managing, maintaining, repairing and administering the property and all buildings and improvements and Common Areas on a part of the property; of assessing, collecting and applying Common Expenses, for enforcing this Declaration, for acting as attorney-in-fact or trustee for Condominium Unit Owners as hereafter set forth, and generally for administering the property. Its only members shall be Owners of Condominium Units; provided, however, that the rights of membership may be assigned to the holder of a mortgage, deed of trust or other security instrument on a Condominium Unit as further security for a loan secured by a lien on such Condominium Unit. A person who, for any reason, ceases to be such Owner shall cease to be such member, which membership provisions shall be included in the Association's Bylaws, attached as Exhibit "C," and made a part hereof by this reference.

2.3 **"Board of Directors"** or **"Board"** shall mean and refer to the board of directors of the Association and shall be charged with and have the responsibility and authority to administer the Project and to make and to enforce reasonable rules and regulations covering the operation and maintenance thereof.

2.4 **"Building"** means a single, two-story building containing Units as shown on the Map.

2.5 **"Common Area"** shall mean, refer to and include:

(a) The real property and interests in real property which this Declaration submits to the provisions of the Act, including the entirety of the Project and all lawns, landscaping, fences, outdoor lighting, sidewalks, stairways, elevators, lobby, common bathrooms, walkways, parking lots and private ways located thereon, but excluding all individual Units and any walls separating Units (which shall be considered party walls and governed by the Article 11 herein);

(b) All Common Areas, as above defined, which may be designated as such on the Map, and all Common Areas as defined in the Act, except party walls separating Units, whether or not expressly listed herein or on the Map;

(c) The storm drain system located within the Association's common area;

(d) All foundations, columns, beams, interior load bearing walls, and supports of the Building;

(e) Any stairs, stairways, entrances, exits, and landings which are designed for the use of more than one Unit and which are not contained within a Unit;

(f) Those portions of the exterior walls of the Building (excluding glass in windows) beyond the exposed face of the dry wall on the Unit side of such walls; and the roof;

(g) All installations and equipment designed and intended to provide utility services for common use, including (but not limited to) telephone, electricity, gas, water, sewer, heat, ventilation and air conditioning (including all pipes, ducts, vents, wires, cables, and conduits designed and intended for common use in connection therewith), whether or not located within the horizontal and vertical boundaries of a Unit, but excluding from such installations and equipment all parts thereof, and all items affixed or connected thereto, located within the exterior boundaries of a Unit and designed and intended for the sole use of such Unit;

(h) All apparatus and equipment designed and intended for common use such as (but not limited to) pumps, motors, fans, clocks, compressors and control apparatus and equipment, whether or not located within the horizontal and vertical boundaries of a Unit, but excluding from such apparatus or equipment all parts thereof, and all items affixed or connected thereto, located within the exterior boundaries of a Unit and designed and intended for the sole use of such Unit;

(i) All cleaning and maintenance equipment and other personal property at any time leased, acquired, owned, or held by the Association for the common use or benefit of all Owners; and,

(j) All other parts of the Project designed and intended for, or normally in, common use or necessary or convenient to the existence, maintenance, safety, or management of the Project.

The term "Common use", as used in this definition, includes without limitation, use by or for any two or more Units.

2.6 **"Common Expenses"** means the expenses of administration; of maintenance and repair of the parking lot and grounds, including, but not limited to, landscaping, snow removal, garbage removal, and all other Common Areas located outside of any building constructed or to be constructed upon the property; of repair and maintenance of the Common Areas associated with the Building, including, but not limited to, caring for roofs, walls and supports of the building (except party walls), and those portions of the building that are not part of the Limited Common Area; reserve for repair, maintenance, taxes and other charges including fire and other hazard insurance premiums, and a liability insurance policy which policy, in addition to public liability, shall cover repair and construction work to all Common Area property, Limited Common Area and the assets and property owned or to be maintained by the Association. Such Common Expenses shall be paid according to the proportions listed in the attached Exhibit "D" and in amounts and at times determined reasonable and necessary by the Association for the best good and convenience of all condominium Owners. Maintenance and repair of Limited Common Area shall not be a Common Expense even though the insurance coverage shall be purchased and paid for as a Common Expense to cover repair of Limited Common Area, the intent being that Unit Owners shall repair and maintain the Limited Common Area associated with their Unit unless the insurance coverage shall otherwise cover the cost of repair.

Fixtures or appliances that exist separately to serve only one Unit, such as air conditioning units installed on the roof of the Building, shall be maintained and repaired at the sole cost of the Unit Owner for whose benefit the fixture or appliance exists, even if the fixture or appliance is located in the Common Area. Other items, such as the electrical service, natural gas service, and any other utility that is separately billed or assessed, shall be paid for by the Unit Owner receiving the service, but the cost for any physical maintenance or repair shall be the responsibility of the Unit Owner only from the point the utility service exits the wall and enters the Unit. Unless metered separately, the water and sewer connections shall be part of the Common Area and expense and the cost for any physical maintenance or repair of the water or sewer system shall be the responsibility of the Unit Owner only from the point the pipes exit the wall and enter the Unit.

2.7 **"Condominium Unit"** or **"Unit"** shall mean and refer shall mean and refer to a separate physical part of the Project intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a Building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows (including glass) and window frames, doors and door frames, trim, cabinets, carpeting, tile and linoleum; The concrete slab located beneath the finished flooring of each Unit shall also be part of a Unit; All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit. Walls separating Units shall be party walls and any costs to repair, maintain or replace a party wall shall be a shared expense according to the language in Article 11 below. The following are part of a Unit:

(a) lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, flooring (including the concrete slab); and any other material constituting part of the finished surface of a wall, floor, or ceiling.

(b) Any portion of a ceiling or wall (except a party wall) not listed in Subsection (a) is part of the Common Area.

2.8 **"Limited Common Area"** means those parts of the Common Area which are either limited to or reserved for the exclusive use of the Owner of a Condominium Unit or are limited to and reserved for the common use of more than one but fewer than all of the Condominium Unit Owners. Each Owner's Limited Common Area shall include that portion of the exterior of the Building that is reserved for that Owner to install a sign (as more fully described in Article VIII below).

2.9 **"Map"** or **"Record of Survey Map"** or **"Plat"** means a plat showing a survey of the property and of all Units on the property submitted by this Declaration which consists of a horizontal and vertical delineation of all such Units.

2.10 **"Master Declaration"** means the Declaration of Covenants, Conditions and Restrictions and Grant and Reservation of Easements ("Master Declaration"), which was recorded in the office of the Wasatch County Recorder on April 9, 2021, as entry number 497813. All Units and Common Area within the Project shall be subject to both this Declaration and the Master Declaration.

2.11 **"Member"** shall mean and refer to an Owner as a member of the Association.

2.12 **"Owner"** shall mean and refer to the recorded Owner whether one or more persons or entities of a fee simple title to any condominium which is a part of the properties, including contract sellers or contract purchasers if so determined by written contract between seller and purchaser, but excluding those having such interest merely as security for the performance of an obligation.

2.13 **"Percentage Interest"** shall mean that figure set forth on Exhibit "D", attached, expressed as a percentage of ownership by Unit Owners in the Common Areas of the Project and shall be for all purposes, including voting and assessments. Common Expenses shall be allocated among the Unit Owners in accordance therewith. The percentage of ownership in the Common Areas shall be as set forth in Exhibit "D". Voting rights in the Association are held solely in connection with the Ownership of a Unit. Owners shall pay their Percentage Interest of Common Expenses as set forth in this Declaration. The aggregate Percentage Interest of ownership in the Common Areas shall equal 100 percent. The Percentage Interest set forth in Exhibit "D" shall be amended by Declarant by filing supplement amendments to the Declaration and without vote or further authorization from Owners, if the Declarant decides to amend the Plat and the square footage of one or more Units.

2.14 **"Period of Administrative Control"** shall commence on the date this Declaration is recorded and terminate on the occurrence of the earliest of the following events: (a) two (2) months after the date on which all Units have been conveyed to purchasers, (b) the Declarant executes and records delivers a written waiver of its right to control the Association.

2.15 **"Project"** means all of the land and improvements initially submitted by this Declaration.

## ARTICLE III
## MAP

3.1 **"Map."** A "Record of Survey Map" herein referred to as "the Map" or "Maps" has or will be recorded in the office of the County Recorder, Wasatch County, Utah. The Map shall be made by a registered Utah land surveyor and shall depict and show the following: (1) a description of the surface of the land included within the Project, including all angular and linear data along the exterior boundaries of the property; (2) the linear measurement and location, with references to the exterior boundaries of the building located on said property; and (3) diagrammatic floor plans of the building built thereon in sufficient detail to identify each Unit, including its identifying number or symbol, the official datum elevations of the finished or unfinished interior surfaces of the floors and ceilings and the linear measurements of the finished or unfinished interior surfaces of the perimeter walls and lateral extensions of every Unit in the building. Every Unit shall be identified on the Record of Survey Map by a distinguishing number or other symbol. In interpreting the Map or any deed, the boundaries of each Unit as constructed shall be conclusively presumed to be its actual boundaries. Declarant reserves the right to amend the Map from time to time to conform to the actual physical location of the constructed improvements and to any changes, additions, modifications or alterations.

## ARTICLE IV
## DIVISION OF PROPERTY INTO CONDOMINIUM UNITS

4.1 **Condominium Units.** The improvements located on the subject property are hereby divided into seven (7) Condominium Units, each consisting of one Unit and an undivided interest in and to the Common Area. The Condominium Units shall be numbered as shown on the Map. The Condominium Units are located in a building which has or will be constructed principally of reinforced concrete, wood, brick and glass. Each Unit contains the area set forth in Exhibit "D". Each Unit is designed to be used only for commercial purposes, and each Owner shall have the authority to construct rooms inside a Unit as desired as long as the structural integrity of the Common Area or any Unit is not effected. Any changes made to the interior of a Unit shall continue to be part of a Unit and will not become part of the Common Area.

4.2 **Change in Number and Size of Units**. During the Period of Administrative Control, Declarant or its successor shall have the right to change the number of Units within the Project, as well as the square footage size of each Unit. Declarant reserves this right to enable Declarant to meet the needs of potential Unit purchasers by increasing or decreasing the sizes of the Units. If Declarant changes the number and/or size of any Unit, Declarant shall record an amendment to this Declaration that describes the changes and updates the Percentage Interests shown on the attached Exhibit "D". Notwithstanding the foregoing, Defendant may not take any action that increases the total square footage on Units within the Project by more than ten percent (10%). The current total square footage of all Units within the Building is 12,622 square feet.

## ARTICLE V
## LIMITED COMMON AREA

5.1 **Limited Common Area.** All Limited Common Area shall be reserved for use of the Unit to the exclusion of the other Units. Each Unit Owner shall pay all costs and expenses associated with the maintaining the Limited Common Area reserved for their Unit.

## ARTICLE VI
## DESCRIPTION OF CONDOMINIUM UNITS

6.1 **Description of Condominium Units.** Any option, contract, deed, lease, mortgage, deed of trust, will, or similar instrument, may legally describe a Condominium Unit by its identifying Unit number and building letter or symbol, followed by the name of this condominium with further reference to the recorded Map thereof and the recorded Condominium Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect not only the Unit but also the Common Area and the Limited Common Area appurtenant thereto. Each such description shall be construed to include a non-exclusive easement of ingress and egress to an Owner's Unit and use of the Common Area appurtenant thereto to the exclusion of all third parties not lawfully entitled to the use of the same.

6.2 **Single Indivisible Units.** Each Unit, the appurtenant undivided interest in the Common Area, and the appurtenant Limited Common Area shall together comprise one Condominium Unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as a Condominium Unit.

## ARTICLE VII
## ASSESSMENTS

7.1 **Agreement to Pay Assessments.** Declarant, for and as the owner of the Project and every part thereof on the date hereof, hereby covenants, and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article VII.

7.2 **Assessments.** Common Expense assessments shall be computed and assessed against all Units based on the Percentage Interest of each Unit as set forth in Exhibit "D" to this Declaration.

7.3 **Annual Budget.** Annually, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Common Area. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners annually. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

7.4 **Basis of Annual Budget.** The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Common Expenses") arising out of or connected with maintenance and operation of the Common Areas. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; governmental taxes and special assessments; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for Association employees, including fees for a Manager, if any; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve and reserve fund required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason or this Declaration.

7.5 **Annual Assessments.** Subject to the Association's ability to adjust Common Expenses as provided in Article 7.2 above, the Association shall establish a regular monthly assessment against each Owner, which assessment shall be based on the Percentage Interest set forth in Exhibit "D" and be paid by each Owner into a Common Expense fund ("Common Expense Fund"). Each monthly installment of the regular assessment not timely paid by the 5th day of the month shall bear interest at the rate of one and one-half percent (1½ %) per month from the date it becomes due and payable until paid, as well as a late fee in an amount established by the Board, not to exceed $50.00 per month. Failure of the Association to give timely notice of any assessment as provided herein or to prepare an annual budget shall not affect the liability of an Owner for such assessment.

7.6 **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments as needed. No vote of the Owners shall be required to approve an assessment needed to repair or maintain portions of the Common Area that the Association is responsible to repair and maintain. Any amounts assessed pursuant hereto shall be apportioned among and assessed to all Units and Unit Owners. Notice in writing of the amount of such assessment and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any assessment shall bear interest at the rate of one and one-half percent (1½ %) per month from the date such portions become due until paid plus late fees as established by the Board not to exceed $50.00 per month.

7.7 **Declarant's Obligations.** Notwithstanding the preceding provisions of this Article VII to the contrary, Declarant or Declarant's successor in interest shall not be obligated to pay any Common Expense assessment or any other assessment to the Association unless the conditions stated herein are first met. Assessments against a Unit owned by Declarant, or a builder who received title from Declarant, shall first become due when a Unit (1) has been conveyed from Declarant to a third party (e.g., a builder); (2) a Unit has been constructed; and (3) an Owner, not including the builder of the Unit, has received title to the Unit or otherwise moved into or occupied the Unit.

7.8 **Lien for Assessments.** All sums assessed to a Unit Owner pursuant to the provisions of this Article VII, together with interest thereon as provided herein, is secured by virtue of this Declaration as a lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of lien in conformance with Utah law. Each Owner shall be deemed to have consented to the filing of a notice of lien against such Owner's Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the Wasatch County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by nonjudicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filling the notice of lien, and all reasonable attorney fees.

7.9 **Personal Obligation of Owner.** The amount of any regular or special assessment against any Unit shall be the personal obligation of the Owner of such Unit 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 Area or by abandonment of his Unit, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.

7.10 **Non-Judicial Foreclosure**. All costs, expenses, assessments and fees owed to the Association for Common Expenses may be secured by a lien, which lien may be foreclosed in the same manner as foreclosures of deeds of trust under Utah law. The lien shall also secure and the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided he or she is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein. Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Taylor R. Jones, as trustee, an attorney licensed in the State of Utah, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of the Declaration. The Association may appoint a substitute trustee by executing a substitution of trustee as authorized in Utah Code Annotated, Section 57-1-22, without amending this paragraph.

7.11 **Statement of Account.** Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Unit and payment of any reasonable fee assessed as authorized by law, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Unit, and (b) the amount of the current regular assessment with respect to such Unit and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

7.12 **Personal Liability of a Purchaser.** In a voluntary conveyance, the purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Unit up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

7.13 **Reserves.** Following the Period of Administrative Control, the Association shall be required to establish and maintain an adequate reserve fund for the cost of reasonably predictable and necessary major repairs, maintenance and replacement of Common Areas.

7.14 **Master Declaration Payments.** The Association shall pay any amounts that the members of the Association are required to pay pursuant to Section 3 of the Master Declaration, which funds shall be collected by the Board as a Common Expense in accordance with the percentages set forth in the attached Exhibit "D".

## ARTICLE VIII
## SIGNS

8.1 **Building Identification.** The Board may enact rules consistent with this Declaration regarding the maintenance, size, style, material, color, type and location of all signs located in the Common Area or placed on a Building. No banner signs shall be permitted on a Building or anywhere on the property. No signs shall be installed anywhere in the project that are, in the sole judgment and discretion of the Board, inconsistent with the appearance and reputation of a first class office building complex as judged by the size, style, material, color, type and location of the sign relative to the existing signs in the project. Signs located on a building identifying the occupant/business located therein shall be installed by the Owner and maintained, repaired and replaced by the Owner. No sign shall be installed on a building without the prior written consent of the Board.

8.2 **Exterior Sign Locations.** Subject to the other restrictions contained in this Article VIII, each Unit Owner shall have the right to install a sign in the location identified on the attached Exhibit "E" that corresponds to that Owner's suite number. In addition, Exhibit "E" also identifies the maximum size of the sign that each Owner may install on the exterior of the Building. During the Period of Administrative Control, Declarant or its successor reserves this right to enable amend Exhibit "E" without obtaining consent from any other Owner.

8.3 **Further Restrictions on Signs.** No signs, flags, awnings, or advertising devices of any nature, including without limitation commercial, political, informational, or directional signs or devices, shall be erected or maintained at any place on the exterior of the Building, in the windows of a Unit, or on any other part of the Project without the prior inspection and written approval of the Board of Directors, except as may be necessary temporarily to caution or warn of danger. All signage, whether original or replacement, shall be professionally made and shall be of the style and theme established by the Board for the Project as a whole.

8.4 **Zoning Compliance.** Notwithstanding the provisions of Sections 8.1, 8.2 and 8.3 above, any sign, banner, or similar devices located in the Project shall comply with applicable city zoning ordinances.

## ARTICLE IX
## MORTGAGES AND EFFECT OF FORECLOSURE

9.1 **Mortgages.** Any Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Condominium Unit may create junior mortgages on the following conditions: (1) that any such junior mortgages shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other obligations created by this Declaration and by the By-Laws; and (2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvement upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

9.2 **Foreclosure.** In the event any person shall acquire or be entitled to the issuance of a tax deed, trustee's deed, sheriff's deed or other deed or conveyance, the interest so acquired shall be subject to all the provisions of this Declaration and to the terms, provisions, covenants, conditions and limitations contained in the Declaration, the Map, the By-Laws of the Association or any restrictions or exceptions affecting such interest then in force.

## ARTICLE X
## INSURANCE

10.1 **Insurance and Bond.** The Board shall secure or cause to be secured and maintained at all times the following insurance and bond coverages:

(a) **Fire and Casualty Insurance.** A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project as set forth in the Utah Condominium Ownership Act. Such policy or policies shall name as insured the Association, as trustee for the Owners, and all persons holding an interest in the Project or any of the Units, as their interests may appear. Each policy or policies shall provide a standard, non-contributory mortgagee clause in favor of each mortgagee which from time to time shall give notice to the Association of such mortgage. Each policy also shall provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each mortgagee who has requested such notice in writing. The Association shall, upon request, furnish to each Owner a certificate of coverage.

(b) **Fidelity Insurance or Bond.** Appropriate fidelity insurance or a bond to protect against dishonesty of members of the Board and any person or entity handling funds of the Committee, including, but not limited to, employees of the professional managers, the minimum amount of such coverage to be as required by the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.

(c) **Public Liability and Property Damage Insurance.** A policy or policies insuring the Association, the Manager, and each Owner against any liability incident to the ownership, operation, maintenance, or other use of the Project or of any Unit which may arise among themselves, to the public, and to any invitees, guests, or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than $300,000.00 for any person injured, $1,000,000.00 for all persons injured in any one accident, and $100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement to which the rights of the named insureds as between themselves are not prejudiced. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until after ten (10) days written notice to each and all of the insureds.

(d) **Workmen's Compensation Insurance.** The Association shall obtain workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(e) **Additional Insurance Provisions.** The following additional provisions shall apply with respect to insurance:

i. In addition to the insurance described above, the Association shall 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. The provisions of this Restated 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 Restated Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

ii. The Association shall have the authority to adjust losses.

iii. In no event shall the insurance coverage secured and maintained by the Association be brought into contribution with insurance held by individual Unit Owners or their mortgagees.

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

v. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review shall include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

vi. Each Unit Owner may (and should) obtain additional insurance at his own expense in the form of an HO-6 policy, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Association.

vii. Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, and the Utah Condominium Ownership Act.

## ARTICLE XI
## PARTY WALLS

11.1 **General Rules of Law to Apply.** Each wall which has been built or will be built on the dividing line between two Units as shown on the Map shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Party walls shall not be part of the Common Area.

11.2 **Party Wall Construction.** At the time this Declaration is recorded party walls have not been constructed between all Units. When Owner(s) of two adjacent Units desire to construct a party wall, the cost of constructing the party wall shall be a joint expense of the two Unit Owners and shall not be a Common Expense. Party walls shall not become part of the Common Area.

11.3 **Destruction of Party Wall, Common Roof or Exterior.** If a party wall is damaged or destroyed by the fault or negligence of one of the Owners, such damage shall be repaired by the Owner (unless the damage is covered by the Association's or Owner's insurance) to a condition equal to or better than immediately prior to the damage, and the negligent Owner or Owner at fault shall pay for any and all costs incurred to cure the damage. Should a party wall be damaged or destroyed by any cause other than by default or by an act of negligence of an Owner of the adjacent Unit, the damage shall be rebuilt or repaired to a condition equal to or better than immediately prior to the damage, at the joint expense of the Owners of the two affected Units, provided that any amount received from an insurance company for such damage shall first be applied to the restoration of the party wall.

## ARTICLE XII
## DISPOSITION OF PROPERTY

12.1 **Insufficient Insurance for Reconstruction.** In the event the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be repaired and restored by the Association using proceeds of insurance, if any, on the building for that purpose. The Unit Owners shall be liable for assessment for any deficiency. If three-fourths or more of the building is destroyed or substantially damaged and if the Unit Owners, by a vote of at least three-fourths of the Unit Owners, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Association shall comply with the requirements of Utah Code Annotated § 57-8-31.

## ARTICLE XIII
## POWER OF ATTORNEY

13.1 **Irrevocable Power of Attorney.** This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

13.2 **Appointment of Association.** Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in their name, place and stead for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver to itself or a third person any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted.

13.3 **Authority to Subordinate Interest.** Such power of attorney includes a power to subject a Unit Owner's condominium interest and/or percentage Ownership to whatever rights are necessary (including entry of a Unit in an emergency) to permit proper maintenance, repair and improvement to each and the condominium building and Common Areas by the Association.

## ARTICLE XIV
## EASEMENTS

14.1 **Easement for Minor Encroachments.** The Owners of the respective Condominium Units agree that if any portion of the Common Areas and facilities encroaches upon the Condominium Units, or if any portion of a Unit encroaches upon the Common Area, or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units therein agree that minor encroachment of parts of the Common Areas and facilities due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist. None of such encroachments or easements shall be considered or determined to be encumbrances either on the Common Area or on the Units.

14.2 **Easement for Utilities.** There is hereby created a blanket easement upon, across, over and under the above-described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the roofs and exterior walls of said Condominium Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by Declarant or thereafter approved by Declarant or the Association's Board. This easement shall in no way affect any other recorded easement on said premises.

14.3 **Easement for Association.** An easement is also reserved in, on and over each Condominium Unit to permit the Association or its designees to effect any desired or necessary maintenance or repairs to the Common Area.

## ARTICLE XV
## USE AND OCCUPANCY RESTRICTIONS

15.1 **Business Offices.** The property is intended to be used for professional and/or business office purposes. Any use permitted under applicable zoning laws shall be permitted as long as the use does not violate the terms of this Declaration.

15.2 **Use of Exterior Property.** The Owners of Condominium Units are hereby prohibited and restricted from using any land or all space outside the exterior building lines, except for use as Common Area as may be allowed by the Association or as provided in this Declaration. An owner may, after receiving Board approval and in accordance with rules adopted by the Board, place storage containers or other business related items in the portion of the Limited Common Area reserved for that Unit's use. The Board may, at any time, require an Owner to remove any item from the Limited Common Area. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Condominium Units and is necessary for the protection of said Owners.

15.3 **Cooperative Action.** Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Areas and all exteriors and roofs of the Condominium Units, including but not limited to, recreation and parking areas and walks, shall be taken by the Association.

15.4 **Association Management of Exterior.** The Association, or its duly delegated representative, shall maintain and otherwise manage all property up to the exterior building lines and including, but not limited to the landscaping, parking areas, streets, roofs, Common Areas and exteriors of the building located upon the above-described property, and shall maintain and otherwise manage and be responsible for the rubbish removal of all area within the above-described property.

15.5 **Damage by Owner.** In the event any common element, including part of a building is damaged or destroyed through the negligent or culpable act of an Owner or any of his invitees or agents, such Owner does hereby irrevocably authorize the Association, its attorney-in-fact, to repair said damaged element, building, or storage facility and the Association shall so repair said damaged element or building. The Owner shall then repay the Association in the amount actually expended for said repairs, together with all other expenses reasonably and necessarily incurred by the Association in connection therewith, less any amounts paid by insurance. Each Condominium Unit Owner further agrees that these charges for repairs, if not paid with ten (10) days after the completion of the work, shall become a lien upon said Owner's condominium interest as set forth above, and shall continue to be such lien until fully paid.

15.6 **Antennas and Other Communication Equipment.** No exterior television or radio antennas or similar equipment of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the premises, nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems by utilized and required any such exterior antenna, without the consent of the Board.

15.7 **No Pets or Animals.** Except for any animals the Association is required to allow on the premises by law, no pets or animals of any kind or nature whatsoever shall be permitted in any Unit, in the Common Areas, or in any other part of the Project unless the Owner of the Unit the animal is visiting first receives written permission from the Board.

15.8 **Interior Maintenance.** An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof, including the furnaces and air conditioning systems which serve only his Unit (even if located in the Common Area). All fixtures and equipment installed within a Condominium Unit commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the office Unit shall be maintained, replaced, and kept in repair by the Owner thereof.

15.9 **Structural Soundness.** An Owner shall not do any act or any work that will impair the structural soundness or integrity of the building or impair any easement.

## ARTICLE XVI
## SUBDIVIDE

16.1 **Subdivide.** Nothing in this Declaration shall limit an Owners right to subdivide or partition a Unit for the purpose of creating two or more Units within the existing Building, as permitted under applicable city ordinances. If an Owner desires to subdivide or partition a Unit, the Association and the Owners will not oppose the subdivision if it will not have a negative impact on the use of the adjoining Units, and will assist the Owner of the Unit being subdivided by agreeing to the amendments necessary to this Declaration and the Bylaws. Voting and assessment percentages shall be adjusted within the subdivided Unit in such a manner to reflect the Common Expenses to be paid by the newly created Unit and so as not to not modify the total square footage reflected on Exhibit "D".

## ARTICLE XVII
## DISPUTE RESOLUTION

17.1 **Statement of Intent.** Prior to purchasing a Unit, every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Unit and Dwelling the Owner is purchasing regarding any aspect of the Project. Moreover, if any warranty is provided, it identifies only those items warranted by the Declarant or the contractor who built the Unit. Having had the ability to inspect prior to purchasing a Unit, having received a written warranty if any warranty is provided, and having paid market price for a Unit in the condition the Units and Common Area are in at the time of purchase, it is acknowledged that it is unfair and improper to later seek to have the Declarant and/or any contractor performing work in the Project to change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, the Owners (by purchasing a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving disputes and conflicts in that it can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Units for years, unfairly prejudicing those Owners who must or want to sell their Unit during any period when litigation is pending. For this reason, the Owners by purchasing a Unit and the Declarant agree and acknowledge that claims and disputes with Declarant and or the contractor who built the Unit shall not be pursued through court action, but shall be asserted and resolved only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners, as set forth herein. In addition, the Association and the Owners agree that they take ownership and possession of the Units and Common Area AS IS, with no warranties of any kind except as otherwise required as a matter of law. The Declarant and the contractors who build the Units specifically disclaim any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

17.2 **Arbitration.** To the fullest extent permitted by law, all claims and disputes of any kind that any Owner or the Association may have involving the Declarant or contractor who built a Unit, or any agent, employee, executing officer, manager, affiliate or owner of the Declarant, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Unit, Common Area, or any other component of the Project (a "Dispute"), shall be submitted to final and binding arbitration. Binding arbitration shall be the sole remedy for resolving claims and disputes between or involving the Declarant, the contractor, and any Owner or between or involving the Declarant, the contractor, and the Association. Arbitration proceedings shall not be commenced unless the Pre-Arbitration Requirements set forth in Section 17.3 below have been satisfied in full. Without in any way limiting the foregoing, Disputes subject to binding arbitration shall include:

(a) Any allegation that a condition in any of the Units, Dwellings, or Common Area is a construction defect;
(b) Any disagreement as to whether an alleged construction defect has been corrected;
(c) Any disagreement about whether any warranties, including implied warranties, are applicable to the subject matter of any Dispute;
(d) Any disagreement as to the enforceability of any warranties alleged to be applicable to the subject matter of any Dispute;
(e) Any disagreement about whether any warranty alleged to be applicable to the subject matter of any Dispute has been breached;
(f) Any alleged violations of consumer protection, unfair trade practice, or other statutes;
(g) Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and all other claims arising in equity or from common law;
(h) Any allegation that any condition existing in the Project or created by the Declarant, including construction-related noise, dust, and traffic, is a nuisance;
(i) Any disagreement concerning the issues that should be submitted to binding arbitration;

(j) Any disagreement concerning the timeliness of performance of any act to be performed by Declarant;
(k) Any disagreement as to the payment or reimbursement of any fees associated with binding arbitration;
(l) Any other claim or disagreement arising out of or relating to the sale, design, or construction of any of the Units, Dwellings, or Common Areas.

17.3 **Pre-Arbitration Requirements.** An Owner or the Association may only pursue a claim against the Declarant or contractor to the extent described herein or by law after the following dispute resolution efforts have been completed:

(a) Right to Cure: the Owner shall provide to the Declarant or contractor a written Notice of Claim (defined below) and permit the Declarant or contractor one hundred eighty (180) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any formal arbitration proceedings;

(b) If the dispute is not resolved within the 180-day Right to Cure period, the parties agree to mediate the dispute prior to taking further action or commencing arbitration. If additional, different, or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against the Declarant or contractor that were not included in any previously submitted Notice of Claim, the Right to Cure period provided for in this section shall immediately apply again and any pending action or proceedings, including any mediation or arbitration, shall be stayed during the 180-day period.

(c) "Notice of Claim" shall mean and include the following information: (1) an explanation of the nature of the claim, (2) a specific breakdown and calculation of any alleged damages, (3) a specific description of the claim along with any supporting opinions, information, or factual evidence upon which the claim is based, (4) photographs of any alleged condition, if applicable, (5) samples of any alleged defective conditions or materials, (6) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom, and (7) the names, phone numbers, and address of each person providing factual information, legal or factual analysis, or legal or factual opinions related to the claim.

17.4 **Binding Arbitration.** If a claim or dispute has not been resolved after satisfying and complying with the above-described "Pre-Arbitration Requirements," then the claimant (Owner or Association or contractor) shall have the right to proceed with binding arbitration; however, the Association shall not pursue or commence binding arbitration unless such action is first approved by a majority of the total votes of the Association after first obtaining a written opinion from legal counsel advising the Association of the likelihood of success on the merits of the claims, the anticipated costs and legal fees, the anticipated expert witness fees, and the likelihood of recovery if the Association prevails. The written opinion from legal counsel, addressing these topics, must be provided to all Owners before the formal vote on whether to proceed with binding arbitration. The binding arbitration shall be conducted by a member of the American Arbitration Association's Panel of Construction Arbitrators, or by a different arbitrator or arbitration service provider if mutually approved by the parties. The binding arbitration shall be conducted according to the rules and procedures set forth in the Construction Industry Arbitration Rules promulgated by the American Arbitration Association. The award of the arbitrator shall be final and may be entered as a judgment by any court of competent jurisdiction.

17.5 **Fees and Costs.** Each party shall bear its own attorney fees and costs (including expert witness costs) for the arbitration. The arbitrator shall not award attorney fees or expert witness fees to the prevailing party. The arbitration filing fee and other arbitration fees shall be divided and paid equally as between the parties.

17.6 **No Court Proceeding.** If any Owner, the Association, or the Declarant or contractor files a proceeding in any court to resolve any Dispute, such action shall not constitute a waiver of the right of such party, or a bar to the right of any other party, to seek arbitration of that or any other Dispute and such court shall, upon motion of any party to the proceeding, stay the proceeding before it and direct that such Dispute be arbitrated in accordance with the terms set forth herein.

17.7 **Subrogation.** The Association and each Owner waives any right to subrogation against the Declarant and any builder and engineer in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, the engineer, and builder, and their officers, employees, owners, and representatives. To the full extent permitted by law, the Association and Owners hereby release Declarant, the Project engineer, and builder, their respective officers, employees, owners, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant or builder, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the builder, and any of their officers, employees, owners, or representatives from any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

17.8 **No Rights Created.** Nothing in this Declaration or in this Article XVII shall grant or otherwise create a right of action by the Association against the Declarant, the developer or the builder, that does not otherwise already exist under Utah law.

## ARTICLE XVIII
## ACCOUNTING RECORDS

18.1 **Records.** The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other Common Expenses incurred. Such records and vouchers authorizing the payments shall be available for examination by the Condominium Unit Owners and others with an interest such as encumbrances or prospective lenders at convenient business hours.

## ARTICLE XIX
## AMENDMENT TO DECLARATION

19.1 Except as otherwise provided herein, this Declaration, and any amendments to the Declaration, may be amended with or without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Percentage Interest of the Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by an officer of the Association certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Wasatch County, State of Utah.

19.2 During the Period of Administrative Control, the Declarant shall have and is hereby vested with the right to amend this Declaration and the Plats by an instrument duly executed and acknowledged by Declarant and recorded in the Official Records of the County Recorder of Wasatch County, Utah. Such right of amendment shall apply without regard to the subject matter or the nature of the amendment involved, shall include the right to adjust the size of one or more Units, as well as Percentage Interests listed on Exhibit "D".

## ARTICLE XX
## DECLARANT'S SALES PROGRAM

20.1 **Declarant's Right to Promote and Sell the Project**. Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner ("Occurrence"), Declarant, its successor or assigns shall have the following rights in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Units owned by Declarant:

(a) **Sales Offices and Model Units**. Declarant, its successors and assigns, shall have the right to maintain sales offices within the Project. Sales offices may be located within any Unit (at any location) owned by Declarant or may be located on any of the Common Area.

(b) **Promotional Devices**. Declarant, its successors and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners and similar devices at any place or places on the Common Area or Units owned by Declarant, but any such devices shall be of sizes and in locations as are reasonable and customary.

(c) **Right to Use the Common Area**. Declarant shall have the right to use the Common Area of the Project to entertain prospective purchasers or to otherwise facilitate Unit sales, provided said use is reasonable as to both time and manner.

20.2 **Declarant's Rights to Relocate Sales and Promotional Activities**. Declarant shall have the right from time to time to locate or relocate its sales offices, trailer and signs, banners and similar devices, but in connection with each such location or relocation Declarant shall observe the limitations imposed by the preceding portions of this Article. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove from the Project any sales structures, fixtures, improvements, signs, banners and similar sales materials and properties.

20.3 **Limitation on Amending Association Documents.** During any time Declarant holds an ownership interest in any Unit or in any portion of the property, no amendment shall be made to the Declaration, Bylaws or Rules without the written consent and approval of the Declarant.

## ARTICLE XXI
## MISCELLANEOUS PROVISIONS

21.1 **Agent for Service of Process.** Tucker Nipko, 1086 West 3050 North, Pleasant View, Utah 84414, is designated initially as the person to receive service of process in cases authorized by the Act; provided, however, that the Board of Directors shall have the right to appoint a successor agent for service of process who shall be a resident of Utah. Such successor and his address shall be specified by an appropriate amendment filed in the Office of the Recorder of Wasatch County, Utah.

21.2 **Severability.** If any provisions in this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

21.3 **Language Variations.** The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

21.4 **Headings.** Headings are for identification purposes. Headings shall not be used to interpret or enforce this Declaration.

21.5 **Replacement**. This Declaration hereby repeals and replaces the Declaration of Covenants, Conditions and Restrictions for the Heber 321 Condominiums, which was recorded in the office of the Wasatch County Recorder on February 2, 2022, as entry number 514664.

[Signature on Next Page]

Ent 516008 Bk 1399 Pg 1724

DATED this 1 day of February, 2022

**Declarant: Heber 321, LLC**

Tucker Nipko, Manager

STATE OF UTAH )
: ss.
COUNTY OF WASATCH )

On the 1 day of February, 2022, personally appeared before me Tucker Nipko and did acknowledge that he is the signer of the foregoing instrument and signed the foregoing instrument in his capacity as owner of Heber 321, LLC.

CINDI LAMPH
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 719220
COMM. EXP. 07/20/2025

Cindi Lamph
NOTARY PUBLIC

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LAND**

Condo Suites 100, 110, 120, 130, 220, 230 and 240, Heber 321 Condominiums, Heber City, Wasatch County, Utah.

## EXHIBIT "B"

# Articles of Incorporation

# ARTICLES OF INCORPORATION
**for the**
# HEBER 321 OWNERS ASSOCIATION

The undersigned adult natural persons, acting as incorporators, hereby establish a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (the "Act") and adopt the following articles of incorporation for such corporation.

## ARTICLE I
## NAME

The name of the corporation is the Heber 321 Owners Association (hereinafter the "Association").

## ARTICLE II
## DURATION

The Association shall have perpetual existence.

## ARTICLE III
## PURPOSES AND POWERS

1. **Purposes** The Association is organized as a nonprofit corporation and shall be operated to promote the health, safety and welfare of all members of the Association in connection with the Heber 321 Condominiums and to establish, provide, and maintain a desirable community and environment for all member Owners.

2. **Powers** In furtherance of the foregoing purposes, and subject to the restriction set forth in Section 3 of this Article, the Association shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Utah and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in connection with other organizations, entities or individuals, and either as principal or agent, subject to such limitations as may be prescribed by law.

3. **Restrictions Upon Purposes and Powers** The foregoing purposes and powers of the Association are subject to the following limitations:

    a. **Earnings of Association** No part of the net earnings of the Association (if any) shall inure to the personal benefit of any member of the Association; however, this restriction shall not limit or impair the Association's right to compensate Members for services rendered or for goods sold or leased to the Association;

b. **Nonprofit Organization** The Association shall be organized and operated exclusively for non-profitable purposes as set forth in Section 528 of the Internal Revenue Code as it is now or may hereafter be amended, or in any corresponding provision of any future law of the United State of America providing for exemption of similar organizations from income taxation; and

## ARTICLE IV
## DIVIDENDS & DISTRIBUTIONS

The Association shall not pay any dividends. No distribution of the corporate assets to Members (as such) shall be made except as permitted by the Internal Revenue Code and the Utah Code sections governing condominiums and community associations. Upon dissolutions of the Association, the assets shall be distributed as provided in Article X herein.

## ARTICLE V
## MEMBERSHIP AND VOTING

1. **Members.** The Association shall have Members. Every Owner of a Unit which is subject to assessment shall be a Member of the Association. Each membership shall be pertinent to and may not be separated from ownership of the Unit to which the membership is attributable.

2. **Stock.** No stock in the Association shall be issued. The Board may, in its discretion, issue certificates evidencing a Member's membership in the Association. A person's membership, however, is not affected by the holding of such a certificate and a Member is entitled to all the benefits and subject to all obligation of membership whether or not the Member holds a membership certificated.

3. **Voting.** When voting on Association matters, each Unit Owner shall be entitled to vote their Percentage Interest, as set forth in Exhibit "D" attached to the Declaration. The Association shall have one class of voting membership.

4. **Right to Vote.** No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each Unit must be cast as a Unit, and factional votes shall not be allowed. If a Unit is owned by more than one person or entity and such Owners are unable to agree among themselves as to show their vote or votes shall be cast, they shall not be entitled to vote on the matter in question. If any Member casts a vote representing a certain Unit, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Unit unless objection thereto is made at the time the vote is cast. If more than one vote is cast for a particular Unit, none of the said votes shall be counted and all said votes shall be deemed void. Voting by proxy is allowed as set forth in the Association's Bylaws.

5. **No Cumulative Voting.** In any election of the members of the Board, the Owner(s) of a given Unit shall collectively have one vote for each Director position to be elected. The candidate receiving the highest number of votes for a given Director position shall be deemed elected to such position. Cumulative voting shall not be allowed in the election of members of the Board or for any other purpose.

6. **Transfer of Membership.** The rights and obligations of memberships in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Unit and then only to the new Owner of the Unit. A transfer of ownership to a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Unit shall automatically transfer the membership appurtenant to said Unit to the new Owner thereof.

## ARTICLE VI
## SHARE OF STOCK

The Association shall not issue any shares of stock.

## ARTICLE VII
## DIRECTORS

The management of the affairs of the Association shall be vested in a Board of Directors, except as otherwise provided in the Act, these Articles of Incorporation or the Bylaws of the Association. The number of Directors, their classification, if any, their terms of office and the manner of their election or appointment shall be determined according to the Bylaws of the Association from time to time in force. Three Directors shall constitute the Board of Directors.

## ARTICLE VIII
## BYLAWS

The initial Bylaws of the Association shall be those adopted as the Bylaws of the Association in connection with the Declaration. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law or these articles of incorporation, as these articles may from time to time be amended.

## ARTICLE IX
## INITIAL PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT

The address of the initial principal office of the Association is: Heber 321 Owners Association, 1086 West 3050 North, Pleasant View, Utah 84414. The address of the initial registered office is: 1086 West 3050 North, Pleasant View, Utah 84414. The name of the Association's registered agent at such address is Tucker Nipko.

**ARTICLE X**
**DISSOLUTION**

The Association may be dissolved only upon termination of the Declaration of Covenants, Conditions and Restrictions for the Heber 321 Condominiums. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets, as set forth below, shall be mailed to every Member at least 30 days in advance of any action taken. Upon dissolution of the Association, the assets both real and personal of the Association, shall be distributed to the Members according to the provisions of the Act and the Utah Code sections governing community associations.

**ARTICLE XI**
**INCORPORATOR**

The name and address of the incorporator of this Association is:

Taylor R. Jones, 5732 S. 1475 E., South Ogden, Utah 84403.

**ARTICLE XII**
**AMENDMENT**

The Association may amend these Articles of Incorporation by a vote of not less than 51% of the members.

IN WITNESS WHEREOF, I, Taylor R. Jones, have executed these Articles of Incorporation this 1 day of February, 2022, and say that I am the incorporator herein and have read the above and foregoing Articles of Incorporation and know the contents thereof and that the same is true to the best of my knowledge and belief.

Taylor R. Jones

**ACKNOWLEDGMENT OF ACCEPTANCE BY REGISTERED AGENT**

The undersigned hereby accepts and acknowledges appointment as the initial registered agent of the Association named above.

Tucker Nipko

EXHIBIT "C"

# BYLAWS

# BYLAWS

## OF THE

# HEBER 321 OWNERS ASSOCIATION

The following are adopted as the administrative Bylaws of the Heber 321 Owners Association ("Association").

## ARTICLE I
## PLAN OF OWNERSHIP AND INCORPORATION

1.1 **Submission.** These Bylaws have adopted by the Owners of Units in the Heber 321 Condominiums and shall govern the administration of the Heber 321 Owners Association.

1.2 **Definitions.** The words defined in Article II of the Declaration of Covenants, Conditions and Restrictions for the Heber 321 Condominiums ("Declaration"), shall have the same meaning when used herein unless the context clearly requires another meaning.

1.3 **Conflict.** In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, the latter shall in all instances govern and control.

1.4 **Office and Registered Agent.** The Registered Agent of the Association shall be the President or Secretary of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.

1.5 **Bylaws Applicability.** All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at the Heber 321 Condominiums shall be subject to and abide by these Bylaws.

## ARTICLE II
## BOARD OF DIRECTORS

2.1 **Status and General Authority**. Except as otherwise herein provided, the Project shall be managed, operated, and maintained by the Board of Directors as agent for the Association of Owners. The Board shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Association's name. The Board of Directors shall have, and is hereby granted, the following authority and powers:

(a) The authority without the vote or consent of the Owners or of any other person, except for Mortgagees if required by the terms of their Mortgage, to grant or create on such reasonable 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 Owners, any amendments to the Declaration or the Map which have been approved by the vote or consent of Owners necessary to authorize such amendments as set forth in the Declaration;

(c) The power to sue and be sued;

(d) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Owners necessitated by the subject matter of the agreement has been obtained;

(e) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained, including that of any Mortgagee if required by the terms of its Mortgage;

(f) The power and authority to purchase, or 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 authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Board in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners; and

(h) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Board of Directors, which may be reasonably necessary for the Board of Directors to perform its functions as agent for the Owners. Any instrument executed by the Board of Directors relating to the Common Areas of the Project that recites facts which, if true, would establish the Board'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.

2.2 **Indemnification of Board of Directors.** Each member of the Board of Directors shall be indemnified and held harmless by the Owners against all costs, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions, intentional misconduct, and gross negligence) including, without limitation, attorney fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Board.

2.3 **Board of Directors: Composition, Election, Vacancies.** The Board shall be composed of three (3) members, one to be elected to a three year term, one to a two year term and one to a one-year term. As members terms expire, new members shall be elected for three-year terms. Members shall serve on the Board until their successors are elected. Board members must be individual Owners, or officers, directors, agents or employees of non-individual owners. Vacancies in the Board membership may be filled by appointment by the remaining members or member of the Board and said appointees shall serve until the next annual meeting when their successors shall be elected for the unexpired term of the member they were appointed to replace.

2.4 **Rights and Duties.** The Board of Directors, subject to the rights and duties of the Owners, this Declaration, and the Bylaws, shall be responsible for the general management. and administration of the Association. It is understood that the Board has the obligation to provide for maintenance of the Common Areas.

2.5 **Personal Property Ownership and Use.** The Board of Directors may acquire and hold for the use and the benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in and to the Common Areas and transferable only with the transfer of a Unit.

2.6 **Rules and Regulations.** The Board of Directors may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Board of Directors may suspend any Owner's voting rights at any meeting of Owners or for periods during which such Owner fails to comply with such rules and regulations, or with any other obligations under this Declaration. The Board of Directors may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent provided by law.

2.7 **Capital Improvements.** There shall be no structural alterations or capital additions to the Building, or capital improvements of the Common Areas, without the prior approval of the Board and the approval of a majority of the Percentage Interest of the Owners.

2.8 **Extended Rights.** The Board of Directors may exercise any other right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

2.9 **Architectural Control.** The Board shall act in all matters pertaining to architectural control of the project and shall establish rules and procedures for submitting plans for approval of any proposed construction, alteration, remodeling, etc., involving the exterior of any Building.

2.10 **Board Meetings, Quorum, Board Action.** The Board may establish its rules for meetings, whether regular or special. A majority of current Board members shall constitute a quorum and the action of a majority of those attending a meeting at which a quorum is present shall be sufficient to constitute the action of the Board. Action by consent shall require the unanimous consent of all current Board members.

## ARTICLE III
## ASSOCIATION VOTING, MEETINGS AND OFFICERS

3.1 **Voting.** When voting on Association matters, each Unit Owner shall be entitled to vote their Percentage Interest, as set forth in Exhibit "D" attached to the Declaration. As used in these Bylaws, the phrases "Vote of the owners", "approval of the Owners", "Owners vote", "consent of the Owners" or words of similar import, shall be deemed to require a majority of the Percentage Interest of all Owners in and to the Common Area as allocated in Exhibit "D".

3.2 **Multiple Ownership.** 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 between or among themselves, but in no event shall more than the total number of votes appurtenant to such Unit be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting or in writing by another Owner of the same Unit, in which event no vote will be counted with respect to such Unit except to determine the presence or absence of a quorum.

3.3 **Multiple Unit Ownership.** In the event an Owner owns more than one Unit, whether contiguous, combined or separate from each other Unit, the Owner's vote shall be the Percentage Interest set forth in Exhibit "D" times the number of Units owned. In no event shall more than the total number of votes appurtenant to any one Unit be cast with respect to any issue.

3.4 **Place of Meeting.** Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors in its notice.

3.5 **Annual Meetings.** Annual meetings of Members of the Association shall be held in the each year on such day and time as is set forth in the notice therefor. At such annual meetings there shall be elected members of the Board of Directors, as needed, pursuant to the provisions of this Declaration. Financial and budget reports shall also be presented at such meetings as well as other business of the Association properly placed before each meeting.

3.6 **Special Meetings.** The President shall call a special meeting of the Owners as directed by a resolution of the Board of Directors or upon the request of any two Owners. No business shall be transacted at a special meeting except as stated in the notice therefor unless consented to by all of the Owners, either in person or by proxy.

3.7 **Notice of Meetings.** The Secretary shall serve notice of each annual meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than twenty (20), days prior to such meeting. The Secretary shall serve a notice of each special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least three (3), but not more than twenty (20), days prior to such meeting. The mailing of notice by prepaid U. S. Mail, by electronic notice, or by delivery in person shall be considered notice served.

3.8 **Quorum.** Fifty percent (50%) of the Percentage Interest of Owners, in person or by proxy, present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annual and special.

3.9 **Officers.** The Association shall have a President, a Vice President and a Secretary/Treasurer each of whom shall be elected by and from the Board of Directors. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Board of Directors in an organizational meeting of the Board immediately following each annual meeting of Members at which the new Board of Directors has been elected.

(a) President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

(b) Vice President: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board.

(c) Secretary/Treasurer: The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and records as the Board of Directors may direct and he shall, in general, perform all duties incident to the office of secretary of a similar type association. He shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE IV
## ELECTRONIC NOTICE OF MEETINGS

4.1 **Notification by Website and Email.** The Association desires to communicate electronically with Members to the fullest extent possible. Any notice sent to Members under the provisions of the Declaration or these Bylaws may be sent by electronic means, including text message, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address or other address to which notice was sent. A member may, by written demand, require the Association to provide notice to the Owner by mail.

4.2 **Notices.** Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.

(a) If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such person to the Board of Directors for the purpose of service of such notice or to the Unit of such person if no address has been given. Such addresses may be changed by Owners from time to time by notice in writing to the Board of Directors.

(b) If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Declaration or these Bylaws may be sent by electronic means, including but not limited to text message, Facebook, Twitter, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings, proposals, documents, amendments and business to the electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A member may, by written demand, require the Association to provide notice to the Unit Owner by mail.

(c) If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Unit, or by securely attaching a copy of the notice to the front entry door of the Owner's Unit.

4.3 **Waiver.** Members who (a) receive electronic notice, and (b) confirm they have received electronic notice from the Association of any Association business or meeting, are deemed to have waived any defense to or claim against the Association that the Association's electronic notice was not adequate or proper, and may not thereafter challenge or assert that the notice they received was not adequate, proper, or in compliance with the Declaration, the Association's Bylaws, or Utah law.

## ARTICLE V
## AMENDMENTS

5.1 **Amendment Procedure.** These Bylaws may be amended, with or without a meeting of the members, by a vote of a Majority of the Percentage Interest of the Owners.

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

**EXHIBIT "D"**

## Percentage Interest in Common Area

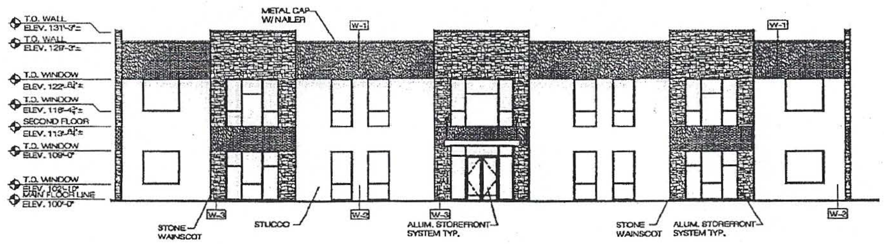
| UNIT | SQUARE FOOTAGE | % INTEREST IN COMMON AREA |
|---|---|---|
| 100 | 1,558 | 12.34% |
| 110 | 1,890 | 14.97% |
| 120 | 1,968 | 15.59% |
| 130 | 1,007 | 7.98% |
| 220 | 2,534 | 20.08% |
| 230 | 2,642 | 20.93% |
| 240 | 1,023 | 8.11% |
| TOTAL | 12,622 | 100.00 %* |

*Numbers rounded to equal 100%

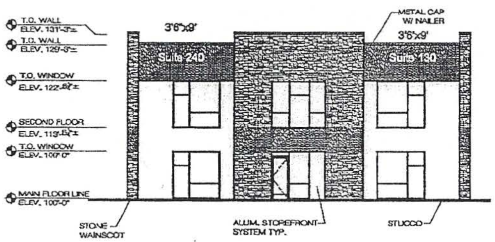
## EXHIBIT "E"

# SIGN LOCATIONS AND SIZES

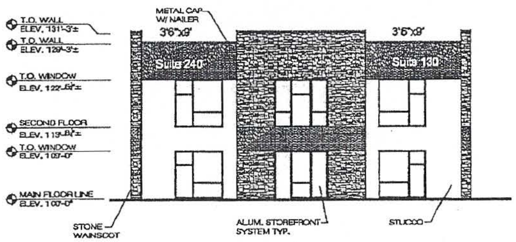
NOTE:
PROVIDE ADDRESS SIGNAGE TO MEETS 2018 IBC 502.1 REQS. OF MIN. 6" HIGH AND MIN. .5" WIDE AND SHALL BE ARABIC NUMBERS OR ALPHABETIC LETTERS AND SHALL BE CONTRASTING COLOR OF THE BACKGROUND.



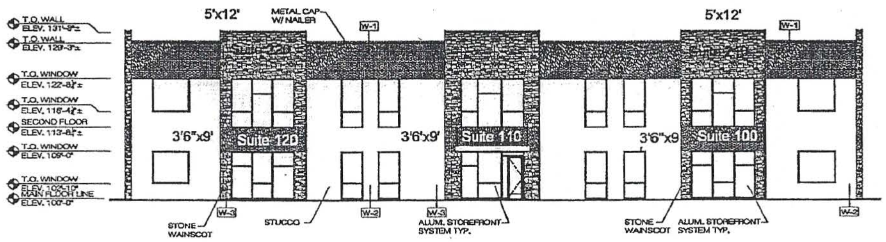

SOUTH ELEVATION
SCALE: 3/32" = 1'-0"




WEST ELEVATION
SCALE: 3/32" = 1'-0"




EAST ELEVATION
SCALE: 3/32" = 1'-0"




NORTH ELEVATION
SCALE: 3/32" = 1'-0"

FINISH SCHEDULE

| ID | MATERIAL | MANUFACTURER | COLOR |
|---|---|---|---|
| W-1 | STUCCO/EIFS | DRYVIT | SHERWIN WILLIAMS SW 7019 GAUNTLET GRAY |
| W-2 | STUCCO/EIFS | DRYVIT | SHERWIN WILLIAMS SW 7016 MINDFUL GRAY |
| W-3 | STONE VENEER | MERRILLSTONE | PEARL ASH |
| | METAL CAP/AWNINGS | DREXEL METALS | CHARCOAL GRAY SR.27 |
| | ALUMINUM STOREFRONT | KAWNEER | BLACK |
| | EXTERIOR GLASS | GUARDIAN GLASS | SUPERNEUTRAL 68 ON GRAY 1" INSULATED |

sba

**SAMUEL J. BRADY**

ARCHITECTS

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NOTE: THIS DRAWING IS PROVIDED FOR TENANT APPROVAL OF THE SPACE NOTED AND IS NOT FOR CONSTRUCTION. ACTUAL SITE DIMENSIONS COULD VARY.

**321 W 1300 S**

**HEBER, UTAH**

**PROPOSED BUILDING**

EXTERIOR ELEVATIONS

SCALE: 3/32" = 1'-0"
FEBRUARY 1, 2021
206660131.dwg

**A3.1**