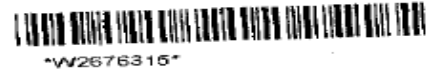


When recorded, Return to:  
Kimberly L. Stevens, Esq.  
Coggins, Larreau & Lythgoe, PC  
289 24" Stree4 Suite 150  
Ogden, UT 84401



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REC FOR: WOP WOM LLC [

**DECLARATION OF CONDOMINIUM  
FOR  
LITTLE BEAR CONDOMINIUM LOT 3 1ST AMENDMENT  
(EDEN CENTER)**

This Declaration of Condominium (this "Declaration") is made as of the 24 day of February, 2014, by **WOPWOM LLC**, a Utah limited liability company ("Declarant"), the address of which is 6607 North Powder Mountain Road, Eden, Utah 84310.

**RECITALS:**

22-320-0001-0009 CP

- A. Declarant is the owner of certain real property shown on the plat known as Little Bear Subdivision, which plat is recorded in the records of the County Recorder of Weber County, Utah, and which real property is more particularly described in Exhibit "A" attached to this Declaration.
- B. Declarant intends to construct upon the Real Property the Project defined below in accordance with the terms and conditions contained herein.
- C. Declarant intends by this Declaration to impose upon the Real Property (as defined herein below) mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement for the benefit of Declarant and successor owners of all or any part of the Real Property.

**DECLARATION:**

Declarant hereby declares that all of the Real Property shall be held, used, occupied and conveyed subject to the provisions of this Declaration and to the covenants, conditions, restrictions and easements herein contained, all of which are for the purpose of protecting the value and desirability of the Real Property and the interests of Declarant therein and related thereto and shall run with the Real Property and shall be binding upon all persons having any right, title or interest in the Real Property or any part thereof.

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration, unless the context otherwise specifies or requires, shall have the following meanings:

- 1.1 Act.** "Act" means the Utah Condominium Ownership Act, Utah Code Annotated §§57-8-1 through 57-8-54, as the same has been and may be amended from time to time.
- 1.2 Association.** "Association" means The Eden Center Condominium Association, a Utah non-profit incorporated association of the Owners, and its successors for the purposes provided herein.
- 1.3 Association Property.** "Association Property" means all real and personal property owned by, leased or subleased to the Association.
- 1.4 Board.** "Board" means the Board of Directors of the Association.
- 1.5 Buildings.** "Buildings" means any buildings currently constructed, or constructed in the future, on the Real Property and containing the Units.
- 1.6 Bylaws.** "Bylaws" means the Bylaws of the Association. The initial Bylaws shall be in the form set forth in Exhibit C attached hereto.
- 1.7 Common Areas.** "Common Areas" means:
- a. The Real Property and interests therein, excluding the Units.
  - b. All Common Areas designated as such on the plat map.
  - c. All installations for any and all equipment connected with the furnishing of Project utility services such as electricity, gas, heating, air conditioning, water and sewer.
  - d. All tanks, pumps, motors, fans, compressors, ducts and in general all apparatus, installations and facilities included within the Project and existing for common use.
  - e. All portions of the wastewater and drainage systems that are located within the Project.
  - f. The outdoor lighting, fences, landscaping and planted areas, sidewalks, walkways, open parking areas, access roads, private roads, and driveways that are located within the Project.
  - g. All portions of the Project not specifically included within the individual Units.
  - h. All Common Areas as defined in the Act, whether or not enumerated herein.
  - i. All other parts of the Project normally in common use or necessary or convenient to *its* use, existence, maintenance, safety or management.
- 1.8 Common Expenses.** "Common Expenses" means all sums which are assessed against and expended on behalf of all Owners and all sums which are required by the Association to perform or exercise its functions, duties or rights under the Act, this Declaration, the management agreement for the operation of the Project, if any, and such rules and regulations as the Association may from time to time make and adopt.
- 1.9 Declarant.** "Declarant" means WOP WOM, LLC, and such other Person or Persons whom WOP WOM, LLC may, by a Recorded document, designate as having the

powers and functions of Declarant hereunder, or some of such powers and functions as specified in such document.

**1.10 Declaration.** "Declaration" means this instrument and all modifications, amendments and/or supplements hereto made in accordance with the Act and the provisions hereof.

**1.11 Guest.** "Guest" means any employee (whether or not for hire), tenant, guest or invitee of an Owner, including transient guests; and any Person who is not an Owner and who has acquired any title or interest in a Lot which is less than that of an owner by, through or under an Owner, including a lessee, licensee or mortgagee and any employee (whether or not for hire), tenant, guest or invitee of any such Person.

**1.12 Map.** "Map" means the Eden Center Site Plan, prepared by Gardner Engineering dated December 2011 and all modifications, amendments and/or all supplements thereto recorded in accordance with the Act and this Declaration.

**1.13 Member.** "Member" means any Person which is a member of the Association pursuant to Article III hereof.

**1.14 Owner.** "Owner" means (a) any Person (including Declarant) which is the Record owner of a fee simple interest in any Unit. Declarant shall enjoy the same rights and have the same duties as they relate to each individual unsold Unit as the other Owners have regarding their respective Units.

**1.15 Percentage Interest.** "Percentage Interest" means the undivided percentage interest of each Owner in the Common Areas of the Real Property. The Percentage Interest which is appurtenant to a Unit shall be equal to the ratio between the Size of the Unit (as defined below) and the aggregate Size of all Units. The Percentage Interest of each Unit is set forth in Exhibit B attached hereto, and shall have a permanent character and shall not be altered (except as the result of minor adjustments as defined in this instrument) without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration.

**1.16 Person.** "Person" means a natural individual, corporation, partnership or any other legal entity.

**1.17 Project.** "Project" means all of the land described in Exhibit "A" attached hereto, together with all rights and interests appurtenant thereto, and together also with all buildings and other improvements now or hereafter located thereon.

**1.18 Real Property.** "Real Property" means all of the land described in Exhibit "A" attached hereto, together with all rights and interests appurtenant thereto.

**1.19 Record.** "Record, Recorded and Recordation" means with respect to any document the recordation or filing of such document in the records of the County Recorder of Weber County, Utah.

**1.20 Size.** "Size" means the area of floor space within a Unit, in square feet, rounded off to a whole number. Size includes the basement area and is measured as BOMA standard. Declarant's determination of the Size of a Unit, as set forth in this Declaration or in any amendment or supplement hereto shall be conclusive.

**1.21 Unit.** "Unit" means any separate room or space within the Buildings intended for independent use and occupancy, and separate ownership as described herein, which Units are shown on the Map. The boundaries of each Unit shall be as follows: from the upper edge of the roof down to the lower edge of the flooring (including the basement flooring, in those Units containing a basement), the underside and outer edge of all overhanging roof eaves, and outward to the outside edge of all perimeter walls.

Mechanical equipment and appurtenances located within any Unit or located outside of a Unit but designated and designed to serve only that Unit shall be considered part of such Unit. All pipes, wires, conduits or other utility lines or installations constituting a part of a Unit and serving only such Unit, and any structural members or any other property of any kind, including fixtures and appliances within such Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the Buildings shall be considered part of the Unit. A Unit includes the stairs, ramps, and decks providing access to the Unit, and shall also include one identified parking stall. Each Unit shall include its appurtenant Percentage Interest in the Common Areas.

## **ARTICLE II SUBMISSION TO THE ACT**

Declarant hereby submits the Real Property and the Project to the provisions of the Act, subject to the covenants, conditions and restrictions herein contained, and subject to all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident hereto; all instruments of record which affect the same or any portion thereof, including, without limitations, any Mortgages; all easements and rights-of-way; any encroachments, or boundary discrepancies, an easement, which is hereby created, for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the Real Property at such time as construction of all Project improvements is complete, and for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Reserving unto Declarant, however, such easements and rights of ingress and egress over, across, through and under the Real Property as may be reasonably necessary for Declarant or for any assignee or successor of Declarant: (i) to construct and complete the Buildings, each of the Units and all of the other improvements described in this Declaration *on* in the Map, and to do all things reasonably necessary or proper in

connection therewith; and (ii) to improve portions of the Real Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant or such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the Real Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements including the perpetual easement specified in (i) above, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven (7) years after the date on which this Declaration is filed for record.

### **ARTICLE III THE ASSOCIATION**

**3.1 Membership.** Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall be a Member of the Association.

**3.2 Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The number and qualifications of Directors shall be as provided in the Bylaws of the Association.

**3.3 Voting Rights.** Votes and voting shall be governed by the Bylaws of the Association.

**3.4 Management Committee.** The Management Committee shall consist of the Association's Board of Directors, which shall be determined as set forth in the Bylaws of the Association, provided that until the later of (i) the expiration of the four years from the date that this Declaration (exclusive of amendments or supplements) is recorded, or such shorter period as the Declarant may determine in its sole discretion, or (ii) such time as three-fourths (3/4) of the Units have been conveyed by the Declarant to Unit purchasers, the Management Committee may consist of a single individual selected by the Declarant. Designees of the Declarant, Owners, partners of partnerships, directors or officers of corporations, and members of limited liability companies owning Units shall be eligible for membership on the Management Committee.

**3.5 Bylaws.** The purposes and powers of the Association and the rights and obligations with respect to Owners as Members of the Association set forth in this Declaration may and shall be amplified by provisions of the Bylaws of the Association, including any reasonable provisions with respect to corporate matters, but in the event that any such provisions may be, at any time, inconsistent with any provision of this Declaration, the provisions of this Declaration shall govern.

**3.6 Notification of Association.** Each Owner shall within ten (10) days of any sale, transfer or conveyance of any interest in the Owner's Lot notify the Association of such sale, transfer or conveyance.

### **ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**4.1 Common Areas.** The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall be obligated to provide for the care, operation, management, maintenance, repair and replacement of Association Property. Without limiting the generality of the foregoing, said obligations shall include keeping Association Property **in** good, clean, attractive and sanitary condition, order and repair; repairing wind and other damage caused by the elements; and making necessary or desirable alterations, additions, betterments or improvements to or on Association Property. The cost of such management, operation, maintenance and repair by the Association of the Common Areas shall be borne as provided in Article V.

**4.2 Labor and Services.** The Association may obtain and pay for the services of any Person to manage its affairs, or any part thereof, to the extent it deems advisable, as well as the services of such other personnel, including independent contractors, as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person with whom or which it contracts. The Association may grant such Person the exclusive right to use some Association Property for the benefit of all, some or any Owners.

**4.3 Association Functions.** The Association may undertake or contract for any lawful activity, function or service for the benefit of the Owners. The Association shall obtain from any governmental authority any licenses necessary or appropriate to carry out its functions hereunder. The activities, functions or services undertaken or contracted for by the Association shall include, without limitation, the providing of legal and accounting services necessary or desirable in connection with the enforcement of this Declaration; the granting or conveying of easements or rights of way over, across, along or under any real property of the Association; and the enforcement of all rights granted to the Association in any lease, sublease, easement or other instrument.

**4.4 Personal Property of Association.** The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

**4.5 Real Property of Association.** The Association shall accept fee simple title to, or a leasehold or sub leasehold interest in, all real property from time to time conveyed to it by Declarant or at the direction of Declarant, provided that the Association need not accept any such real property subject to a lien upon such real property securing or evidencing an obligation to pay money except a lien for non-delinquent real property taxes and assessments.

**4.6 Rules and Regulations.** The Association, through the Board, may make, amend, repeal and enforce reasonable rules and regulations governing the use of the Real Property, consistent with the rights, reservations and obligations established by this Declaration and the Bylaws. The Association shall furnish each Owner with a written copy of the rules and

regulations adopted pursuant to this Section 4.7; however, failure to furnish said copy shall not be deemed to invalidate such rules or regulations to any extent.

**4.7 Enforcement.** The Association shall have the right to impose sanctions for violations of this Declaration, the Bylaws, or duly adopted rules and regulations, which sanctions may include reasonable and appropriate monetary fines and suspension of the right to vote and the right to use any Association Property. In addition, the Association shall have the right to exercise self-help to cure violations, and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Lot in the event that such Owner is more than thirty days delinquent in paying any assessment or other charge due to the Association. The Board shall also have the power to seek relief in any court for violations or to abate nuisances, including recovery for damages, to the extent permitted by law.

No Guest shall violate the rules and regulations adopted from time to time by the Association whether relating to the use of Lots, the use of Association Property, or otherwise, and violations of the rules and regulations by any Owner's Guests shall be treated as a violation by such Owner and shall be enforceable in accordance with the provisions of this Declaration.

**4.8 Dedication of Land.** The Association may dedicate, grant easements in or transfer any part of the Association Property to any public agency, authority or utility.

**4.9 Grant of Easements.** Upon the request of Declarant, the Association shall grant or consent to the grant of easements in the Association Property or any part thereof for access, utilities and other purposes, to Declarant or to such other parties as Declarant shall designate.

**4.10 Real Property Taxes.** The Association shall pay all property taxes, assessments, rates and charges levied on or against any portion of Association Property. The Association may contest, by appropriate legal proceedings commenced before the same become delinquent, and conducted in good faith and with due diligence, the amount, validity or application of any taxes, assessments, rates or charges. The Association shall not be required to pay the contested amount until final determination of such contest; provided, however, that the Association shall pay all such taxes, assessments, rates and charges, together with all interest, penalties and costs accrued thereon or imposed in connection therewith, forthwith upon the commencement of proceedings to foreclose any lien which attached to such property or any part thereof as security therefore, or within such further time as may be duly allowed by any stays of such foreclosure proceedings.

**4.11 Implied Rights.** The Association shall have and may exercise any right or privilege given to it expressly by this Declaration, or reasonably to be implied from the provisions of this Declaration, or given or implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.

## ARTICLE V ASSESSMENTS

**5.1 Assessments.** Each Owner, or, in the event of multiple Owners of the same Unit, such multiple Owners jointly and severally, shall be obligated to, and shall pay to the Association amounts as hereinafter provided based on each Percentage Interest assigned to the Unit(s) owned by such Owner(s), which amounts are herein called "Assessments". Assessments shall include "Regular", "Supplementary" and "Special" Assessments. Subject to the provisions hereof, upon the recording of this document, the Declarant shall have the power and authority to determine all matters in connection with Assessments, including, without limitation, power and authority to determine where, when and how Assessments should be paid to the Association, and each Owner shall comply with all such determinations. For purposes of Article V only, Declarant shall have the same power and authority given to the Board until the Board is formed. Once a Board is formed, the Board shall assume all power and authority from Declarant with respect to Assessments, including, without limitation, power and authority to determine where, when and how Assessments should be paid to the Association, and each Owner shall comply with all such determinations.

**5.2 Determination of Budgets and Assessments.** The fiscal year of the Association shall be the calendar year. Within sixty (60) days prior to the commencement of each fiscal year or partial fiscal year, the Board shall determine the total amount to be raised by Regular Assessments during such fiscal year or partial fiscal year. The amount to be raised by Regular Assessments for any fiscal year or partial fiscal year shall be determined in the following manner. Each fiscal year, the Board shall prepare or cause to be prepared and approve a budget for the fiscal year or partial fiscal year showing, in reasonable detail, the estimated operating costs and expenses which will be payable in that fiscal year or partial fiscal year to fulfill the regular operating functions and obligations of the Association in that fiscal year or partial fiscal year, including amounts necessary to cover obligations made in connection with, or contemplated under, any previously approved budgets, plus an amount sufficient to provide a reasonable carry over reserve for the next fiscal year (the "Operating Budget"). The Board shall subtract from the Operating Budget the amount equal to the anticipated surplus attributable to Assessments collected but not disbursed in the fiscal year or partial fiscal year immediately preceding the fiscal year or partial fiscal year for which the Operating Budget has been prepared. In lieu of such subtraction the Association may elect to refund to the Owners said anticipated surplus. No later than thirty (30) days after the Board approves the Operating Budget, the Board shall furnish a copy of the budget to each Owner.

At any other time during the year, an Owner may demand, at the Owner's expense, an accounting of the Association's operating costs and expenses.

If the Board fails to determine or cause to be determined the total amount to be raised by Regular Assessments in any fiscal year or partial fiscal year, and/or fails to notify the Owners of the amount of such Regular Assessments for any fiscal year or partial fiscal year, then the amounts of Regular Assessments shall be deemed to be the amount assessed in the previous fiscal year or partial fiscal year.

**5.3 Supplementary Assessments,** In addition to Regular Assessments, the Association may levy Supplementary Assessments, payable over such period as the Association may determine: (i) for the purpose of defraying any expense incurred or to

be incurred as provided in this Declaration, including the acquisition of Association Property; or (ii) to cover the deficiency, in the event that, for whatever reason, the amount received by the Association from Regular Assessments is less than the amount determined and assessed by the Association.

**5.4 Apportionment of Regular and Supplementary Assessments.** The amount of the Regular or Supplementary Assessment for any fiscal period payable by an Owner for each Unit owned by such Owner shall be computed by multiplying the total amount to be raised by such Assessments by a fraction, the numerator of which shall be the Percentage Interest assigned to such Unit, and the denominator of which shall be the Total Percentage Interest assigned to all Units within the Project.

**5.5 Special Assessments.** In addition to Regular Assessments and Supplementary Assessments, the Association may levy Special Assessments, payable by such Owners and over such period as the Association may determine, for expenses which are incurred or to be incurred by the Association as provided in this Declaration, either (i) for the benefit of fewer than all of the Owners, or (ii) as a result of any Owner's act or failure or refusal to act or otherwise comply with the provisions of this Declaration, the Rules and Regulations promulgated by the Association pursuant to this Declaration, the Design Requirements, or any other rules and/or regulations promulgated pursuant to this Declaration.

**5.6 Time for Payments.** The amount of any Assessment, charge or other amount payable with respect to any Owner or such Owner's Guests or Unit shall become due and payable as specified by the Board and, in any event, thirty (30) days after any notice of the amount due as to such Assessment, charge, or other amount shall have been given by the Association to such Owner, and any such amount shall bear interest at a rate specified by the Board but in no event greater than the maximum amount permitted by law from the date due and payable until paid.

**5.7 Lien for Assessments and Other Amounts.** If an Owner does not pay in full any Assessment, charge or other amount or any installment thereof or any interest accrued thereon when due, the Owner shall be deemed to be in default and, upon Recording a notice of default describing the Unit owned by the defaulting Owner, the Association shall have a lien against the Owner's interest in such Unit to secure payment of any such Assessment, charge or other amount due and owing to the Association with respect to the Owner or with respect to such Owner's Guests or Unit, plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount including attorneys' fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Utah. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such obligations.

**5.8 Estoppel Certificate.** Upon payment of a reasonable fee and upon written request of any Owner the Association shall furnish a written statement setting forth the amount of Assessments or charges, if any, due or accrued and then unpaid with respect to the Owner, the Unit owned by such Owner and such Owner's Guests and the amount of the Assessments for the current fiscal period of the Association payable with respect to the Unit owned by such Owner, which statement shall, with respect to the party to whom

it is issued be conclusive against the Association that no greater or other amounts were then due or accrued and unpaid.

**5.9 Liability of Owners and Purchasers.** The amount of any Assessment or charge owing to the Association by any Owner under this Declaration shall be a joint and several obligation to the Association of such Owner and such Owner's heirs, personal representatives, successors and assigns. Each such amount, together with interest thereon, may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

**5.10 Declarant's Payment of Assessments.** Declarant may elect either to pay Regular or Supplementary Assessments on its unsold Units or to pay to the Association the difference between the amount of Assessments collected with respect to all other Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. Declarant's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other Person for the payment of some portion of the expenses of the Association.

**5.11 Commencement of Assessments.** The obligation to pay Assessments as provided herein shall commence to run as to each Unit subject to assessment on the first day of the month following: conveyance of the Unit by Declarant. For Units wherein Declarant retains ownership, assessments shall commence to run when the Unit is substantially complete and ready for occupancy. Assessments shall be due and payable in the manner and on a schedule as the Board may provide.

**5.12 Failure to Assess.** The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Regular Assessments on the same basis as for the last year for which Assessments were made, if any, until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Board.

**5.13 Appointment of Trustee.** The Association hereby appoints Kimberly L. Stevens, Esq. of Coggins, Larreau & Lythgoe, PC as Trustee for the purpose of securing payment of assessments.

The Declarant hereby conveys and warrants pursuant to UCA Sections 57-1-20 and 57-8-45 to Kimberly L. Stevens, Esq., 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.

**ARTICLE VI  
IMPROVEMENTSONLAND**

**6.1 Description of Improvements.** The major improvements contained in the Project include 8 commercial units on Highway 162. The location and configuration of said improvements are shown on the Map, which shows the Buildings, the Common Areas (including but not limited to: gazebo, boardwalk, landscaping), the number of Units which are included in the Project and the general parking areas. The Buildings are to be one story and a basement, and shall be composed of the following building materials: exterior walls consisting of either logs or lap siding, pitched roof, interior walls of either logs or stick lumber construction with wall finish or sheet rock, or a combination thereof, according to applicable building codes.

**6.2 Description and Legal Status of Units.** The Map shows each Unit, its location, dimensions from which its Size may be determined, and the Common Areas to which it has immediate access. The undivided ownership interest in the Common Areas appurtenant to a Unit may not be partitioned from the balance of the Common Areas. Exhibit B to this Declaration contains the following information with respect to each Unit: (i) the Unit; (ii) its Size; (iii) the Percentage Interest which is assigned to and appurtenant to the Unit and (iv) the number of votes appurtenant to each Unit.

## **ARTICLE VII NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**7.1 Estate of an Owner.** Each Owner shall own fee simple title to its Unit(s).

**7.2 Title.** Title to a Unit may be held or owned by any Person or more than one Person and in any manner in which title to real property may be held or owned in the State of Utah, including, without limitation, joint tenants or tenancy in common.

**7.3 Inseparability.** No part of a Unit or the legal rights comprising ownership of a Unit may be separated from any other part thereof during the existence of the Project as a condominium, so that each Unit and the Percentage Interest appurtenant to such Unit shall always be conveyed, devised, encumbered, or otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit shall be presumed to be a gift, devise, bequest, transfer, encumbrance, or conveyance,

respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

**7.4 Adjustments to Percentage Interests.** Declarant reserves the right to make minor adjustments in some or all of the Percentage Interests which result from the strict application thereof for the purpose, but only for the purpose of assuring that the total of all Percentage Interests equals 100%. Percentage Interests shall be for all purposes, including without limitation, voting and participation in Common Expenses.

**7.5 Partition Not Permitted.** The Common Areas shall be owned in common by all the Owners, and no Owner may bring any action for partition thereof.

**7.6 Owner's Rights with Respect to Interiors.** Each Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, repaint, tile, wax, paper, install blinds or other interior window treatment, or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, glass windows and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries.

**7.7 Easements for Utilities, Etc.** There are hereby reserved unto Declarant and its designees easements upon, across, over, and under all of the Real Property to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, drainage systems, irrigation systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes *on* Recorded plats of the Real Property. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes; provided, the exercise of this easement shall not extend to permitting entry into the Buildings. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Real Property, except as may be approved by the Board or as provided by the Declarant.

**7.8 Easement for Access to Units.** Each Owner shall have the right to reasonable ingress and egress over, upon and across the Common Areas necessary for access to his Unit, **and** such rights shall be appurtenant to and pass with the title to such Unit.

**7.9 Easement for Encroachments.** If any part of the Common Areas encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does hereby exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon any adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does hereby exist. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Buildings, by error in the Map, by settling, rising or shifting of the earth, or by change in position caused by repair or reconstruction of the Project or any part thereof.

7.10 Easement of Access for Repair, Maintenance and Emergencies. Some of the Common Areas are or may be located within, or may be conveniently accessible only through certain Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association or its agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or any other Unit. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Association shall be an expense of the Association, provided that if such damage is the result of negligence of the Owner of the Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the Property shall be restored substantially to the same condition as existed prior to the damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to and as defined in Article V.

**7.11 Association's Right to Use of the Common Areas.** The Association shall have a non-exclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and the functions which it is obligated or permitted to perform pursuant to this Declaration and/or the Bylaws.

**7.12 Easements Deemed Created.** All conveyances of Units hereafter made, by whatever means, shall be construed to grant and reserve such reciprocal easements as shall give effect to the easements described herein, even though no specific reference to such easements appears in any such conveyance.

## ARTICLE VIII USE RIGHTS AND RESTRICTIONS

**8.1 Conveyances.** Any deed, lease, mortgage, deed of trust, sales contract or other instrument conveyance or encumbering a Unit shall describe the interest or estate involved substantially as follows:

Unit No. \_\_\_\_\_ contained within Little Bear Condominium Lot 3  
 I<sup>st</sup> Amendment as the same is identified in the plat map recorded in  
 Weber County, State of Utah as Entry No. \_\_\_\_\_ in Book  
 \_\_\_\_\_ at Page \_\_\_\_\_, as said map may have heretofore been  
 amended or supplemented, and in the Declaration of Condominium  
 for Eden Center, recorded in Weber County, Utah, as Entry No.  
 \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_, as said Declaration may  
 have heretofore been amended or supplemented.

TOGETHER WITH the undivided ownership interest in said  
 Project's Common Areas which are appurtenant to said Unit.

TOGETHER WITH a septic allowance of \_\_\_\_\_ for said Unit. Said septic allowance shall not be changed .or amended without prior written approval by the Board of Trustee of the Association, which may be withheld in its sole discretion.

Such description shall be construed to describe the Unit, together with the Percentage Interest in the Common Areas appurtenant thereto, and to incorporate all the rights incident to ownership of such Unit and all the limitations on such ownership as described in the Declaration, including the applicable appurtenant Percentage Interest.

**8.2 General.** The Real Property shall be used only for commercial and related purposes, as may be permitted by applicable law and ordinance, subject to further restrictions as set forth herein.

The initial use for each Unit shall be set forth clearly in the deed transferring the Unit from the Declarant to the Owner. Said initial use for each Unit shall not be changed or amended without prior written approval by the Board of Trustee of the Association, which may be withheld in its sole discretion.

Each deed transferring the Unit from the Declarant to the Owner shall also contain a septic allowance for that Unit. Said septic allowance shall not be changed or amended without prior written approval by the Board of Trustee of the Association, which may be withheld in its sole discretion.

**8.3 Maintenance of Units.** Each Unit, and all utility facilities, including but not limited to all electrical, plumbing, heating, air conditioning, water, sewer lines, ducts, and other such apparatus serving solely such Unit, shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project.

Each Owner shall keep both the exterior and interior of the Unit, including without limitation, exterior and interior walls, roofs, doors, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in good state of repair. No changes to the exterior of the Unit, including wall color, shall be done or caused to be done by any Owner without the prior written consent of the Association.

In the event that any such Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such unit shall fail to correct such condition or state is disrepair promptly following written notice from the Association, the Association upon approval of the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair, provided that the Association shall in no event have the obligation to do so.

No Owner or occupant shall dump debris, petroleum products, paint, fertilizers, other potentially toxic substances or any Hazardous Materials, as defined below, on any portion

of the Properties, including, but not limited to, any drainage ditch, storm sewer, stream, or pond within the Real Property. The Association shall have the irrevocable right to have access to each Unit from time to time during such reasonable hours as may be necessary to insure each Owner's compliance with the provisions of this Section.

**8.4 Quiet Enjoyment.** All portions of a Unit outside of enclosed structures shall be kept in a clean and tidy condition at all times, and nothing shall be done, maintained, stored or kept outside of a Unit which, in the determination of the Board of Directors, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the senses. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the Owners or Guests of other Units. There shall not *be* maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project. No noxious, illegal or offensive activity shall be carried on upon any portion of the Association Property, or on any portion of a Unit, which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Association Property or the Owners of other Units. No outside burning shall be permitted within the Real Property, except with prior written approval of, and subject to rules promulgated by, the Board. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated in any Unit. The use and discharge of firecrackers and other fireworks is prohibited within the Project.

**8.5 Separate Mortgages By Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his Unit. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the Percentage Interest appurtenant to his Unit. Any Mortgage or other encumbrance of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

**8.6 Taxation of Units.** Each Unit shall be deemed to be a parcel and shall upon conveyance thereof by Declarant be assessed separately for all taxes, assessments, and other charges of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in proportion to the Percentage Interests appurtenant to all such Units. All such taxes, assessments, and other charges of each respective Unit shall be separately levied against the Owners thereof. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Unit.

**8.7 Mechanic's Liens.** No labor performed or materials furnished or used in connection with any Unit shall create any right to file a notice of mechanic's lien against any other Unit or against any interest in the Common Areas other than the Percentage Interest appurtenant to the Unit where the work was performed.

**8.8 Owners' Rights in Association Property.** There shall be no obstruction of the Common Areas by the Owners or their Guests, and nothing shall be kept or stored in the Common Areas without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon the prior written consent of the Association.

The rights of Owners to use Association Property shall be subject to this Declaration, the Bylaws and rules and regulations of the Association.

**8.9 Structural Alterations.** No structural alterations to any Unit shall be made, no other alterations modifying the external appearance of any Unit and no plumbing, electrical or similar work within the Common Areas shall be done or caused to be done by any Owner without the prior written consent of the Association.

**8.10 Signs, and Display of Property Address.** A single "for sale" or "for lease" sign shall be permitted on any Unit being offered for sale or for lease, provided it does not exceed two feet by three feet in size and does not stand higher than five feet from the ground. No other signs of any kind shall be permitted on any Unit, except in accordance with reasonable rules and regulations which the Association may make governing the use of signs within the Project.

**8.10.1** Each Unit shall have its number clearly displayed.

**8.10.2** The Association shall construct an entry statement at its SR 162 entry access that clearly displays the address of the Eden Center.

**8.11 Parking.** Vehicles shall be parked only **in** such parking areas as have been designated by the Board for parking vehicles, and then subject to such rules and regulations as the Board may adopt.

**8.12 Animals.** No animals (including dogs and cats), livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Real Property

**8.13 Hazardous Material.** No Owner shall use, generate or store Hazardous Materials on any portion of the Real Property. "Hazardous Materials," as used in this Declaration, shall mean and refer to those materials, substances, gases, or vapors identified as hazardous, toxic, or radioactive by any and all applicable federal, state, and local laws, regulations, or ordinances.

**8.14 Snow Removal.** Snow removal from parking areas and sidewalks shall be maintained by Declarant/Association which will be paid for by the annual assessment to each Unit Owner. Snow removal at the points of ingress to and egress from each Unit shall be the responsibility of the Owner of such Unit.

**8.15 Landscaping.** Landscaping of the Common Areas shall be the responsibility of the Association which will be paid for by the annual assessment to each Unit Owner.

**8.16 Laws and Ordinances.** Every Owner and Guest shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Real Property and the Project and any violation thereof may be considered a violation of this

Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

**8.17 Trash, Water & Septic.** Each Owner and Guest, or, in the event of multiple Owners of the same Unit, such multiple Owners jointly and severally, shall be obligated to comply with the rules, regulations and procedures established for trash, water and septic service established by either this Declaration and/or the Association.

## **ARTICLE IX INSURANCE**

**9.1 Insurance Requirements Generally.** The Association shall obtain and maintain in full force and effect at all times certain fire, liability and other insurance as hereinafter provided, for the Common Areas and Association Property. The Association shall not obtain or maintain insurance for the individual Unit(s) or their contents. Any Unit Owner may obtain an insurance policy at his own expense, provided that any insurance policy obtained shall be in accordance with the provisions set forth below.

All such insurance shall be obtained from responsible companies duly authorized to do insurance business in the State of Utah. All such insurance shall name as insureds Declarant and its designees, the Association, the Board, and all of their officers, directors, employees and agents. All such insurance shall protect each of the insureds as if each were separately insured under separate policies. To the extent reasonably practicable, such insurance shall: (i) provide for a waiver of subrogation by the insurer as to claims against Declarant, the Association, the Board, and any of their officers, directors, employees and agents, and against each Owner and each Owner's employees and Guest; (ii) provide that the insurance cannot be cancelled, invalidated or suspended on account of the conduct of Declarant, the Association, the Board, or any of their officers, directors, employees or agents, or of any Owner or such Owner's employees or Guests; (iii) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee; (iv) contain a standard mortgage clause endorsement in favor of the mortgagee of any part of Association Property except a mortgagee who is covered by other and separate insurance; and (v) provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least sixty (60) days' prior written notice to the Association and to each mortgagee covered by any standard mortgage clause endorsement. Any insurance policy may contain such deductible provisions as the Board deems consistent with good business practice.

The cost and expense of all insurance obtained by the Association, except insurance obtained at the request of an Owner specifically benefitting any particular Owner or group of Owners, shall be an expense of the Association.

**9.2 Fire Insurance.** The Association shall obtain and maintain fire insurance insuring all Association Property against loss or damage caused by fire and such other hazards as are covered under standard extended coverage policies, with vandalism and malicious mischief endorsements, and if available and if deemed appropriate by the Association, all risk coverage. All such insurance shall cover the full insurable replacement cost of said Association Property.

**9.3 Public Liability and Property Damage Insurance.** The Association shall obtain and maintain comprehensive public liability and property damage insurance covering bodily injury and property damage liability of the Association, its officers, directors, employees and agents and of each Owner and each Owner's employees and Guests, arising in connection with ownership, operation and maintenance, occupancy or use of Association Property with limits of not less than \$2,000,000 for each occurrence involving bodily injury liability and/or property damage liability. To the extent possible, such public liability and property damage insurance shall provide for coverage of any cross liability claims of Owners against the Association or other Owners and of the Association against Owners without right of subrogation.

**9.4 Workmen's Compensation and Employer's Liability Insurance.** The Association shall obtain and maintain workmen's compensation and employer's liability insurance as may be necessary to comply with applicable laws.

**9.5 Insurance by Owners.** Any insurance policy obtained by an Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and shall, to the extent reasonably practicable, contain a waiver of the right of subrogation by the insurer as to any claim against the Association, the Board, Declarant, and any of their officers, directors, agents and employees, and against other Owners and their employees and Guests. The Owner's insurance policy shall extend coverage to the Association, the Board, Declarant, and any of their officers, directors, agents and employees with limits of \$1,000,000.00 each claim and \$2,000,000.00 aggregate. A copy of any insurance policy obtained by an Owner shall be furnished to the Association.

**9.6 Receipt and Application of Insurance Proceeds.** Except as some particular Person has a legal right to receive insurance proceeds directly, all insurance proceeds and recoveries shall be paid to and received by the Association.

**9.7 Other Insurance by Association.** The Association shall have the power and authority to obtain and maintain other and additional insurance coverage, including fire insurance covering personal property of the Association, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees and agents of the Association.

**9.8 Owner-Increased Premiums.** In the event that, as a consequence of the hazardous use of any Unit, or of any Owner-installed improvements upon any Unit, the premiums of any policy of insurance purchased by the Association are increased, or a special policy is required, the cost of such increase or specific policy shall be payable by the Owner of such Unit.

**ARTICLE X  
DECLARANT'S RIGHTS**

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable,  
and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly Recorded.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction of the Project and initial sale of Units shall continue, it shall be expressly permissible for Declarant and any builder designated by Declarant to maintain and carry on upon portions of the Association Property and Units owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction of the Project or sale of such Units, and the Declarant and such designated builder(s) shall have easements for access to and use of such facilities.

So long as Declarant continues to have rights under this Article, no Person shall record any declaration or covenants, conditions and restrictions, or similar instrument affecting any portion of the Real Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of

covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

**ARTICLE XI  
PERIOD OF DECLARANT CONTROL**

Until such time as seventy-five (75) percent of the Units in the Project have been sold to Owners who are not owned or controlled by Declarant, Declarant shall have sole and exclusive control over the decisions, operations, duties and responsibilities of the Association. Within sixty (60) days following the closing of the sale of the seventh (7<sup>th</sup>) Unit, Declarant shall provide written notification to each of the Owners informing them that the Period of Declarant Control has ended, and that the Owners must proceed to elect the members of the Management Committee. Upon completion of such election, Declarant shall have no further control over the actions of the Association, except pursuant to the ordinary rights afforded to the Declarant as an Owner in the Project.

**ARTICLE XII  
MISCELLANEOUS**

**12.1 Term of Declaration.** This Declaration shall run with the land and continue and remain in full force and effect for a period beginning as of the date of Recordation of this Declaration and continuing for a term of thirty years from the date of Recordation, after

which time it shall be automatically extended for successive period of ten years, unless an instrument in writing, signed by a majority of the then Owners, has been Recorded within the year preceding the beginning of each successive period of ten years, agreeing to change this

Declaration, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

## **12.2 Amendment.**

**12.2.1 By Declarant.** Declarant may unilaterally amend this Declaration at any time and from time to time as otherwise specifically authorized by this Declaration, or if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units. Further, so long as Declarant still owns property described in the Map, Declarant may unilaterally amend for other purposes, provided the amendment has no material adverse effect upon any right of any Owner.

**12.2.2 By Owners,** As long as Declarant owns or otherwise has an interest in the Property or Common Areas, the right to amend resides solely with the Declarant.

Once the Declarant no longer owns or otherwise has an interest in the Property or Common Areas, and except as otherwise specifically provided above or elsewhere in this Declaration, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of seventy-five percent of the total votes in the Association.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

**12.2.3 Validity and Effective Date of Amendments.** Amendments to this Declaration shall become effective upon Recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

**12.3 Enforcement and Remedies.** In addition to any other remedies herein provided, each provision to this Declaration with respect to an Owner or the Lot of an Owner shall

be enforceable by the Association, by Declarant, or by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If any court proceedings are instituted in connection with the right of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover from the losing party its costs and expenses in connection therewith, including attorneys' fees.

**12.4 Protection of Encumbrancer.** No violation or breach of, or failure to comply with, any provision of this Declaration or no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage or other lien on any Unit taken in good faith and for value and Recorded prior to the time of Recording of an instrument describing the Unit and listing the name or names of the Owner or Owners of the Unit and given notice of such violation, breach or failure to comply; nor shall such violation, breach or failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage or other lien or title or interest acquired by any purchaser upon foreclosure of any such mortgage or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Upon foreclosure of any such mortgage or other lien, no such holder who thereby assumes title to a Unit shall be required to correct past violations hereof with respect to said Unit so long as said Unit is neither occupied nor used for any purpose by such holder but is merely held for prompt resale, and provided that all money obligations accruing pursuant to this Declaration subsequent to such foreclosure shall be paid by such holder. Any such purchaser on foreclosure shall, however, take subject to all provisions of this Declaration.

**12.5 Construction.** The provisions of this Declaration shall be liberally construed to promote and effectuate the fundamental concepts of the Project as set forth in this Declaration, and no provision hereof shall be construed to excuse any Person from observing any law or regulation of any governmental body having jurisdiction over the Project.

**12.6 Assignment of Powers.** Any and all of the right and powers vested in Declarant pursuant to this Declaration may be delegated, transferred, assigned, conveyed or released by Declarant to the Association and the Association shall accept the same effective upon the Recording by Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

**12.7 Non-Avoidance.** No Owner through non-use of the Association Property by abandonment of his Unit may avoid the burdens or obligations imposed on him by this Declaration.

**12.8 Limited Liability.** Neither Declarant, the Association, the Board, nor any member, agent, officer or employee of any of the same, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

**12.9 Successors and Assigns.** This Declaration shall be binding upon and shall insure to the benefit of the Declarant, the Association, and each Owner and the heirs, personal representatives, successors and assigns of each.

**12.10 Severability.** Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

**12.11 Captions.** The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provisions of this Declaration.

**12.12 No Waiver.** Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration.

**12.13 Further Assurances.** The Association and each Owner hereby agree to do such further acts and execute and deliver such further instruments as may reasonably be required to effectuate the intent of this Declaration.


**12.14 Word Usage.** The use of the masculine gender herein shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the text so requires,


12.15 Service of Process. Gordon H. James, CPA, whose address is 2246 North University Park Boulevard, Layton, Utah 84041, is appointed to receive service of process in cases authorized by the Act. The Association shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriated instrument filed in the Weber County Recorder's Office.

**12.16 Request for Notice.** The Association hereby requests that a copy of any notice of default and a copy of notice of sale under any mortgage filed for record against any Unit be mailed to Eden Center Condominium Association at 6607 North Powder Mountain Road, Eden, Utah 84310, pursuant to UCA Section 57-1-26 (1953), as amended.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date and year first referenced above.

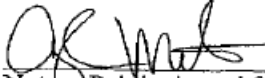
WOF WOM, LLC

3y   
Robert MacCulloch  
Title: Member

3y   
Eric K. Smith  
Title: Member

STATE OF Utah )  
 )  
COUNTY OF Weber ) ss.

On this 24 day February 2014, before me personally appeared Robert MacCulloch, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

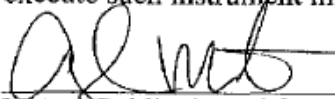


Notary Public, in and for said County and State  
My commission expires: 11-24-2015



STATE OF Utah )  
 )  
COUNTY OF Weber ) ss.

On this 24 day of Feb. 2014, before me personally appeared Eric K. Smith, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Notary Public, in and for said County and State  
My commission expires: 11-24-2015

