

3383608

DECLARATION

FOR

CONDO-SHOPS CONDOMINIUM PROJECT

5712 So Jordan Canal RD
 2600
 REC OF JESSICA CHANSLOR
 REC OF JESSICA CHANSLOR
 DEC 31 3 01 PM '79
 SLC 84118
 KATIE L. OIXON
 RECORDER
 SALT LAKE COUNTY,
 UTAH

THIS DECLARATION is made and executed as of the 31ST day of DECEMBER, 1979, by LEWIS P. CHANSLOR and VERA M. CHANSLOR, his wife, hereinafter designated and referred to as "Declarants" pursuant to the Utah Condominium Ownership Act, said persons by these presents and by duly executing and recording this Declaration in the official records of Salt Lake County, Utah, submit the land hereinafter described, together with the buildings and improvements erected and to be erected thereon, and all easements, rights and appurtenances belonging thereto, to the provisions of Title 57, Chapter 8, Utah Code Ann. (1953) and do hereby state that by so doing that said persons propose to create and do hereby create a condominium to be governed by the aforesaid statute, which condominium shall be located in the City of Salt Lake, County of Salt Lake, State of Utah.

1. Description of Land. The land conveyed as aforesaid is a parcel located in the City of Salt Lake, County of Salt Lake, State of Utah, shown on a Record of Survey Map dated July 25, 1979, and prepared by DON S. MILLIGAN, a Registered Land Surveyer, the original linen tracing of which is duly recorded in the Recorder's Office of Salt Lake County, State of Utah, said parcel being more particularly described as follows:

Begin at a point on the Eastline of 2700 West Street. Said point being South 89°53'21" East 50.00' and South 00°05'10" East 65.56' along said East line of 2700 West Street from the center of Section 21, Township 1 South, Range 1 West, Salt Lake City Base and Meridian and running thence South 00°05'10" East 170.00' along said East line of 2700 West Street; thence South 89°53'21" East 320.00'; thence North 00°05'10" West 170.00'; thence North 89°53'21" West 320.00 to the point of beginning.

2. Description of Buildings. The buildings constructed or to be constructed by Declarants shall be two (2) in number with twenty-eight (28) units in the first building and one (1) unit in the second building. All units are one level and are primarily of concrete block and wood construction.

3. Description of Units. The two buildings comprising the Condominium Project shall contain respectively, twenty-eight (28) and one (1) units, which units are more particularly described as follows:

(a) Units One through Six, Eight through Twenty and Twenty-Two through Twenty-Eight. These units are all on a single level with a 3.3' x 7' office door leading into an office or service area and a 10' x 11' overhead door leading into a storage or warehouse area.

BOOK 5016 PAGE 904

(b) Units Seven and Twenty-One. These units are also on a single level with a 3.3' x 7' door leading to an office or service area; a 10' x 11' overhead door leading to a storage or warehouse area and each unit also contains a restroom which forms part of the common areas.

(c) Unit Twenty-Nine. This unit is a larger unit than the others and contains one 3.3' x 7' door leading into an office or service area and two 10' x 11' overhead doors leading into storage or warehouse areas.

The number of each Unit, approximate area and its proportionate interest in the common areas and facilities are set forth on Exhibit A, attached hereto and made a part hereof.

4. Determination of Percentages in Common Areas and Facilities. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation of the size of each Unit to the aggregate size of all the Units.

5. Description of the Common Area and Facilities. The common areas and facilities of the Condominium (hereinafter designated as the "Common Elements") consist of the entire property including all parts of the building and improvements thereon other than the Units and will include, without limitation, the following:

- (a) The land on which the buildings are erected.
- (b) All foundations, columns, girders, beams, support, those portions of exterior walls beyond the exposed face of the dry wall, those portions of the walls and partitions dividing the units from each other, from restrooms and from the trash bin areas, those portions of the walls and partitions between the exposed faces of both dry walls enclosing the respective units, roofs, and entrances and exits to the buildings.
- (c) All sidewalks, landscaped areas, roads, open parking, driveways and other improved or unimproved areas not within the Units.
- (d) All installations for services such as power, light, gas, water and telephone up to interior Unit connection.
- (e) All sewer and drainage pipes.
- (f) All areas where trash bins are to be located and the restrooms located within the buildings.
- (g) All other apparatus and installations existing in the buildings for common use or necessary or convenient to the existence, maintenance or safety of the building.
- (h) All other items listed as such in Utah Code Ann. Title 57, Chapter 8, (1953) and located on the property.

6. Description of the Limited Common Areas. Each of the twenty-nine units shall have a certain number of specific parking spaces assigned to them, which parking spaces shall be reserved for each respective unit's use. The number of said spaces, and which units they are reserved to are set forth on Exhibit B, attached hereto and made a part hereof.

7. Use of the Units. The buildings and each of the Units located therein are intended for commercial and industrial uses, and private uses consistent with the purposes of this Declaration. No use may be made of any Unit as a residence for the owner thereof.

8. Record of Survey Map. Simultaneous with the recording hereof, there has been recorded a Record of Survey Map setting forth the floor plans of the buildings, showing the layout, location, unit numbers, building designations and bearing the verified statement of a registered land surveyor, certifying that said map accurately depicts said layout, location, unit and building designations.

9. Name of Condominium. The Condominium is to be known as Condo-Shops. An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws, a copy of which has been appended hereto as Exhibit C. The name of the association is Condo-Shops Association. The names of the initial management Committee of said association, and their respective offices are:

<u>Management Committee</u>	<u>Office</u>
Lewis P. Chanslor	Chairman
Lew Choules/Elizabeth Choules	Vice Chairmen
Vera M. Chanslor	Secretary, Treasurer

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the building, or (b) alteration or repair to the Common Elements made by or with the consent of the Management Committee or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Management Committee shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

12. Acquisition of Units by Management Committee. In the event (a) any Unit Owner shall surrender his Unit together with (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Management Committee or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereafter collectively

called the "Appurtenant Interest"), or (b) the Management Committee shall purchase, from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, or (c) the Management Committee may purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interest; or (d) the Management Committee shall purchase a Unit, together with the Appurtenant Interest, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interest, shall be acquired and held by the Management Committee or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective common interests. The lease covering any Unit leased by the Management Committee or its designee, corporate or otherwise, shall be held by the Management Committee or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

13. Units Subject to Declaration, Unit Deed, By-Laws and Rules and Regulations. All Units contained within the above described property and all present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Declaration, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Declaration, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

14. Destruction or Damage to Property. In the event any of the buildings in the Condominium Project are destroyed or damaged to the extent of seventy-five percent (75%) or less, of the value thereof, the Management Committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such destruction or damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the buildings in the Condominium Project are destroyed or damaged to the extent of more than seventy-five percent (75%) of the value thereof, within one hundred (100) days thereafter, the Unit Owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. The determination of the extent of any damage to the Project shall be made by a group of three (3) M.I.A. appraisers who shall be selected by the Management Committee for that purpose. In the event all of said appraisers cannot agree on the extent of the damage or destruction to the Project, the decision of any two with respect thereto shall be conclusive. Unless Unit Owners representing the ownership of not less than seventy-five percent (75%) of all dwelling Units agree to the withdrawal of the Condominium Project from the

provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition they were in immediately prior to said destruction or damage. In the event the cost of such repair, rebuilding, or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, all of the Unit Owners shall contribute to such additional cost in relation to their undivided interest in the Common Elements.

15. Insurance. The Management Committee shall insure that the Condominium Project is at all times covered by fire, liability and property insurance in the name or names of such person or persons and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. The premiums on said insurance shall be common expenses. In addition, the individual Unit Owners will be and are hereby encouraged to carry, at their own cost and expense, such additional insurance coverage on their respective dwelling units, and upon such personal property as may be located therein, as they shall deem to be necessary and adequate; provided, however, that no Unit Owner shall be entitled to exercise his right to maintain insurance coverage on a dwelling Unit of which he is the owner in such a way as to decrease the amount which the Management Committee may realize under any insurance policy which the Management Committee may have in force on the project at any particular time.

16. Legal Description of Units. Every contract for the sale of a Unit and every other instrument affecting legal title thereto shall describe the Unit by the street number, and building designation thereof as shown on the Record of Survey Map and this Declaration as follows:

Unit _____ as shown on the Record of Survey Map for Condo-Shops appearing in the records of the County Recorder of Salt Lake County, Utah, Book _____ Page _____ and is defined in the Declaration of Condominium for Condo-Shops appearing in Book _____ Page _____, of said records together with _____% undivided interest in and to the common areas and facilities.

The foregoing legal description will be construed to describe the Unit together with the appurtenant undivided Common Elements, and to incorporate all the rights incident to ownership of a Unit and all the limitations of such ownership as described in the Declaration, By-Laws and Rules and Regulations.

17. Amendment of Declaration. The Unit Owners may amend this Declaration and/or the Record of Survey Map upon the approval of the Unit Owners representing not less than two-thirds (2/3) of the interests in the Common Elements, which approval shall be duly recorded in the Official Records of Salt Lake County, State of Utah; provided, however, changes in the percent of the Common Elements require one hundred percent (100%) approval of the Unit Owners and their respective mortgagees, and further provided, that this provision shall not act as a limitation on Declarant's right to convert the convertible lands described in paragraph 18 below, into additional condominiums, and at the time of such conversion, to amend this Declaration as

required by Section 57-8-13.2, Utah Code Annotated, (1953, as amended).

18. Convertible Lands. It is the intention of the Declarants to subsequently convert into a single building comprised of one additional condominium, an area of land contained within the Condominium Project which land is more particularly described as follows:

Begin at a point South 89°53'21" East 50.00 feet and South 00°05'10" East 65.56 feet along the East line of 2700 West Street and South 89°53'21" E 240.0 feet from the center of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00° 05'10" East 30.00 feet, thence South 89°53'21" East 80.00 feet, thence North 00°05'10" West 30.00 feet, thence North 89°53'21" West 80.00 feet to the point of beginning.
Contains 2400 square feet

(a) There will be no limitations or restrictions upon Declarants' power to convert said convertible lands into condominiums, except those stated in Section 57-8-13.2 (3), Utah Code Annotated, (1953 as amended).

(b) The maximum number of Units that will be created on said convertible lands is one (1), contained in one (1) building.

(c) The Unit to be created on said convertible lands will be of the same type as those already existing in this Condominium Project as far as their architectural style, quality of construction and principal construction materials are concerned.

(d) The improvements to be made on said convertible lands will include, but not be limited to, the following: the building containing the Unit; all exterior improvements, including sidewalks, curb and gutter, landscaped areas, roads, driveways, trash bin areas, parking areas, loading areas, fences, exterior lighting, and utilities and all the other improvements, located either within or without the Unit, that are necessary or convenient for the Unit's existence, maintenance and safety.

(e) The Unit to be created within said convertible lands will be substantially identical to the Units already contained on the Condominium Project.

(f) Declarants hereby expressly reserve the right to create limited common areas and facilities within said convertible lands, which limited common areas and facilities shall include, but not be limited to, the following: no more than five (5) 9' x 20' parking stalls reserved to the individual Unit.

19. Service of Process. The name of the person to receive service of process in the cases contemplated by Utah Code Ann. Sec. 57-8-33 (1953) and the place of his residence are:

Lewis P. Chanslor
5712 So. Jordan Canal Road
Bennion, Utah

Said agent may be changed by the Management Committee

filing written notice thereof in the official records of Salt Lake County, State of Utah.

20. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

21. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

22. Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the numbers of violations or breaches which may occur.

23. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

24. Effective Date. This Declaration shall take effect upon recording in the official records in the Office of the County Recorder, Salt Lake County, Utah.

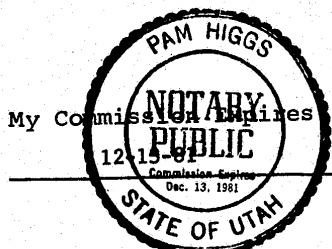
25. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years unless terminated at the end of any such period by the affirmative vote of seventy-five percent (75%) of all votes of the then Unit Owners entitled to be voted at said time.

MADE AND EXECUTED as of the day and year first above written

Lewis P. Chanslor Vera M. Chanslor
LEWIS P. CHANSLOR VERA M. CHANSLOR

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

On the 31st day of DEC., A.D. 1979, personally appeared before me, LEWIS P. CHANSLOR and VERA M. CHANSLOR, his wife, the signers of the above Declaration for Condo-Shops Condominium Project, who duly acknowledged to me that they executed the same.



Pam Higgs
Notary Public
Residing in: SALT LAKE

BOOK 5316 PAGE 910

EXHIBIT A
CONDO-SHOPS CONDOMINIUM PROJECT

<u>Unit Number</u>	<u>Unit Size in Square Feet</u>	<u>% Interest in Common Areas and Facilities</u>
1 through 6, 9 through 20 and 23 through 28	496	2.920
7 and 21	642	3.770
8	745	4.385
22	653	3.844
29	2,400	14.129
Total Interest in Common Areas		100.00

EXHIBIT B
CONDO-SHOPS CONDOMINIUM PROJECT
LIMITED COMMON AREAS

<u>Unit Number</u>	<u>Assigned Parking Spaces</u>
1	1, 2
2	3, 4
3	5, 6
4	7, 8
5	9, 10
6	11, 12
7	13, 14
8	15, 16, 17
9	18, 19
10	20, 21
11	22, 23
12	24, 25
13	26, 27
14	28, 29
15	32
16	33
17	34
18	37
19	38
20	39
21	42, 43
22	44, 45
23	49
24	48
25	47
26	52
27	53
28	54
29	40, 41, 35, 36