

Presented to the Board of Commissioners  
AND APPROVED

JAN 25 1977

2904658

*Mildred V. Higham*  
CITY RECORDER

DECLARATION OF  
LINDSAY CIRCLE

FEB 1 1977 418P  
Recorded at M  
Request of SECURITY TITLE COMPANY  
Fee Paid KATIE L. DIXON  
Recorder, Salt Lake County, Utah  
By *Patricia L. Brown* Deputy  
Ref. *Patricia Brown*

21.00

This Declaration is made and executed this 25<sup>th</sup>  
day of January, 1978, by RALPH FOLLAND EVANS / 4758  
and MILDRED E. EVANS, his wife,  
North Ichabod Place, Salt Lake City, Utah, (hereinafter re-  
ferred to as "Declarant") pursuant to the provisions of the  
Utah Condominium Ownership Act [§57-8-1, et seq., Utah Code  
Annotated (1953 as amended)] herein called the "Act."

I. DEFINITIONS

As used in this Declaration and the attached By-Laws:

1. The word "Declaration" means the Declaration.
2. The words "Record of Survey Map" mean the Record of Survey Map filed herewith, consisting of four (4) sheets, and prepared and certified by Robert B. Jones, a duly registered Utah Land Surveyor.
3. The words "Ownership Association" mean the Ownership Association of Lindsay Circle.
4. The word "Project" means Lindsay Circle.
5. The word "By-Laws" means the By-Laws of Lindsay Circle.
6. Any other term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

174764  
SECURITY TITLE COMPANY

BOOK 445 PAGE 218

II. SUBMISSION

By executing and recording this Declaration, Declarant hereby submits the following described real property, situated in the City and County of Salt Lake, State of Utah, and all improvements now and to be constructed thereon to the provisions of the Act as a Condominium Project to be known as "Lindsay Circle."

Beginning at the Northwest Corner of Lot 13, GRANDVIEW SUBDIVISION, a subdivision of Block 139, Plat "D", Salt Lake City Survey, and running thence South  $89^{\circ} 51' 43''$  East along the North line of said Lot 13, 196.42 feet; thence South  $0^{\circ} 00' 24''$  East 107.91 feet to a point on a curve to the left, the radius point of which is South  $32^{\circ} 53' 20''$  West 50.0 feet; thence Westerly and Southerly along the arc of said curve 156.47 feet to a point of a reverse curve to the right, the radius point of which is South  $33^{\circ} 35' 13''$  West 30.0 feet; thence Southerly along the arc of said curve 11.88 feet; thence North  $89^{\circ} 51' 43''$  West 149.95 feet; thence North  $0^{\circ} 00' 24''$  West 200.0 feet to the point of Beginning. Contains 0.77 Acres.

Also a right-of-way as indicated on the Record of Survey Map.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission of the described real property is made upon and under the following covenants, conditions and restrictions:

1. Description of Buildings. The buildings included in the Project are now located upon the described real property and are described in the Record of Survey Map. The record of

Survey Map shows the number of stories and the number of units which are to be contained in the buildings. The buildings are principally constructed of the following materials: wooden frames with redwood siding; glass openings; roof surfaced with asphalt shingles.

2. Description of the Units. The Record of Survey Map shows, with respect to the Project, the Unit number of each Unit, its location and dimensions from which its area may be determined.

3. Description of the Common Areas and Facilities. The Common Areas and Facilities contained in the Project include:

- (a) The above described real property.
- (b) All common areas and facilities designated as such in the Record of Survey Map.
- (c) The sidewalks, retaining walls, driveways, parking areas and lawn areas.
- (d) All installation for and all equipment connected with the primary power, gas, water and sewer furnished to the Project.
- (e) All other parts of the property necessary or convenient to its existence, maintenance and safety.

4. Description of the Limited Common Areas and Facilities. The limited common areas and facilities contained in the Project include all limited common areas and facilities designated as such in the Record of Survey Map.

5. Computation of Undivided Interest. The percentage of undivided interest in the common areas and facilities appurtenant to each Unit, is the ratio between the area of such Unit and the total area of all Units in the Project, and has been computed as shown by the Record of Survey Map.

6. Restrictions on Use of Units. The Units are intended solely for residential housing, and each is restricted to such use.

7. Agent for Service of Process. Until the first owners meeting as described in the attached By-Laws of Lindsay Circle, the agent for service of process shall be:

Ralph Folland Evans  
4758 North Ichabod  
Salt Lake City, Utah

8. By-Laws. The attached By-Laws are made a part of this Declaration and are incorporated herein by reference.

9. Amendment. The vote of at least seventy percent (70%) of the undivided ownership interest in the common areas and facilities shall be required to amend this Declaration, the Record of Survey Map or the attached By-Laws. No amendment shall be valid unless the same is set forth in an amendment and such amendment is recorded.

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IN WITNESS WHEREOF, the undersigned has executed this instrument this 24 day of JANUARY, 1977.

Ralph Folland Evans

Ralph Folland Evans

Mildred E. Evans  
Mildred E. Evans

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

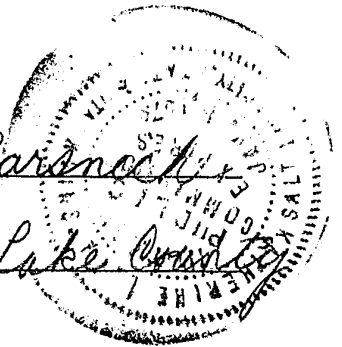
On this 24<sup>th</sup> day of January, 1977, personally appeared before me RALPH FOLLAND EVANS, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

1-8-79

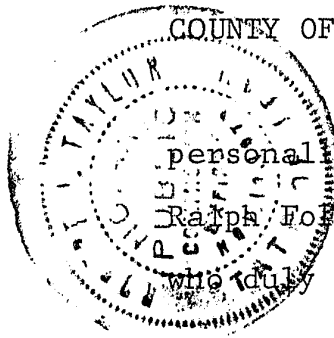
Katherine L. Baranock  
Notary Public

Residing at: Salt Lake County, Utah



STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 1st day of February, 1977 personally appeared before me Mildred E. Evans, the wife of Ralph Folland Evans, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



[Signature]  
NOTARY PUBLIC

My Commission expires 11/10/78

Residing in Salt Lake City, Utah

SALT LAKE CITY APPROVAL

On this 25<sup>th</sup> day of January, 1977, Salt Lake City Corporation, a body politic and corporate of the State of Utah and the Municipality in which the Lindsey Circle Condominium is located, hereby gives final approval to said project, to the foregoing declaration, to the record of survey map recorded concurrently herewith and to the attributes of said project which are mentioned in Section 57-8-35 (3) of the Utah Condominium Ownership Act, as amended and expanded by Laws of Utah, 1975, Chapter 173, Section 18.

Salt Lake City Corporation

By *J. R. Wilson*  
Mayor



*Mildred T. Higham*  
Recorder

BY-LAWS OF LINDSAY CIRCLE

The administration of the described property shall be governed by these By-Laws which are hereby incorporated into the accompanying Declaration of Lindsay Circle.

1. Ownership Association. The Ownership Association shall consist of all Unit Owners of the Project. The first regular meeting of the Unit Owners shall be held at 7:00 p.m. on the fifteenth day of ~~December, 1976~~, <sup>MAY 1977 RFE</sup> and on the second Wednesday of December of each succeeding year. Notice of the meeting shall be given to each Unit Owner at least ten (10) days prior to the meeting. Special meetings may be called by the Manager or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. A quorum shall consist of a majority of all the undivided interest in the Project.

2. Selection of Officers. At the first regular meeting of the Ownership Association and at each successive regular meeting, the following officers shall be elected for a one year term. Only Unit Owners shall be eligible for these positions. At the regular meeting each Unit Owner may vote his percentage of undivided ownership interest.

(a) Manager. The Manager shall be the chief executive of the Ownership Association and shall exercise

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general supervision over the property and affairs of the Project as agent for the Unit Owners. He shall provide for such maintenance of the common areas and facilities as may be reasonably necessary to keep them in good condition and repair. He shall have, and is hereby granted, the following authority and powers:

(1) The authority to execute and record, on behalf of all the Ownership Association, any amendment to the Declaration, Record of Survey Map or By-Laws which has been approved by the vote necessary to authorize such amendment.

(2) The power to sue and be sued.

(3) The power to enter into contracts, convey or transfer any interest in real property and purchase or otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote which is necessary under the circumstances.

(4) The authority to promulgate such reasonable rules as may be necessary to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

(b) Assistant Manager. The Assistant Manager shall have all the powers of the Manager in the event of the latter's absence or inability to act.

(c) Secretary-Treasurer. The Secretary-Treasurer

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shall keep minutes of meetings of the Ownership Association. He shall also have custody and control of the funds available to the Manager.

3. The Manager shall not be entitled to do any of the following unless such action has been authorized by seventy-five percent (75%) of the Unit Owners.

A. By act or omission seek to abandon or terminate the condominium Project.

B. Partition or subdivide any unit.

C. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this subparagraph.

4. Unit Owners Responsibilities. Each Unit Owner shall provide for such maintenance of any limited common areas and facilities appurtenant to that individual's unit as may be necessary to keep them in good condition and repair. Each Unit Owner shall be primarily responsible for the exterior maintenance of his unit, including the repair and replacement of siding and staining. If seventy-five percent (75%) of the undivided ownership interest in the Project shall so vote, the Ownership Association shall undertake to levy assessments and apply them to the exterior maintenance of all individual units. The Ownership Association, by a vote of seventy-five

percent (75%) of the undivided ownership interest shall also have the authority to levy assessments on individual unit owners and apply them to the maintenance of the exterior of that individual's unit and the limited common areas appurtenant to said unit, should said Unit Owner fail in his responsibilities enumerated herein, and such failure creates a detriment to the value of the other units.

5. Payment of Common Expenses. Before the end of each calendar year the Secretary-Treasurer shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. The total of such expenses shall be apportioned among all the units on the basis of their appurtenant percentages of undivided ownership interest. Prior to the first day of each month during the year covered by the budget, each Unit Owner shall pay to the Secretary-Treasurer as his share of the common expenses one-twelfth of the amount so apportioned to his unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Ownership Association may effect an equitable change in the amount of said payments. The common expenses budgeted for in this paragraph shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis.

6. Remedies for Non-Payment. Should any Unit Owner fail to pay, when due, his share of the common expenses, the Ownership Association may refuse any remedy provided in the Act or otherwise available for collection of delinquent common expense assessments. Any relief obtained, whether or not through foreclosure proceedings, shall include the Ownership Association's costs and expenses and reasonable attorney's fees.

7. Insurance. The Ownership Association shall secure and at all times maintain the following insurance coverages:

(1) A multi-peril type policy covering the entire Project providing as a minimum fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy, but not less than eighty percent (80%) of the insurable value (based upon replacement cost).

The name of the insured under each required policy should be stated in form and substance similar to the following:

"Association of Owners of Lindsay Circle for use and benefit of the individual owners."

(2) Each policy must contain the standard

mortgage clause which must be endorsed to provide that any proceeds shall be paid to the Association of Owners of Lindsay Circle for the use and benefit of mortgagees or their assignees as their interest may appear.

(3) A comprehensive policy of public liability insurance covering all of the common areas, and public ways in the Project. Such insurance shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of a condominium Unit Owner because of negligent acts of the Manager or other Unit Owners.

(4) The insurance carrier must have a financial rating by Best's Insurance Reports of BBB+ or better.

(5) All policies of hazard insurance must contain or have attached the standard mortgagee clause customarily used by private institutional investors in the area in which the mortgaged property is located. The mortgagee clause must provide that the insurance carrier shall notify the first mortgagee (or trustee) named at least ten days in advance of the effective date of any reduction in or cancellation of the policy.

8. A first mortgagee, upon request, is entitled to written notification from the Ownership Association of any default in the performance under the Declaration or

By-Laws which is not cured within sixty (60) days.

9. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or Deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal."

10. Any first mortgagee who obtains title to a unit pursuant to the remedies in the mortgage or foreclosure of the mortgage shall not be liable for such units, unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

11. First mortgagees shall have the right to examine the books and records of the Ownership Association.

12. Rules. The following community rules shall apply to the use and occupancy of the units and common areas:

A. The walkways in front of and around the units and entranceways shall not be obstructed or used for any purpose other than ingress to and egress from units.

B. No bicycles, scooters, recreational vehicles or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any common area.

C. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units in the Project, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.

D. Each owner shall keep his unit in a good state of safety, preservation and cleanliness.

E. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purposes.

F. No noxious or offensive activity or business shall be carried on in any unit, nor shall anything be done or placed on any unit or common area which is or may be unsafe or hazardous or become a nuisance or cause embarrassment or annoyance to others. No firearms shall be discharged upon the property.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 24 day of JANUARY, 1977.

Ralph Folland Evans  
Ralph Folland Evans

Mildred E. Evans  
Mildred E. Evans

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

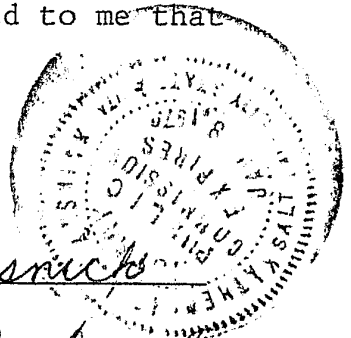
On this 24<sup>th</sup> day of January, 1977, personally appeared before me RALPH FOLLAND EVANS, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My Commission Expires:

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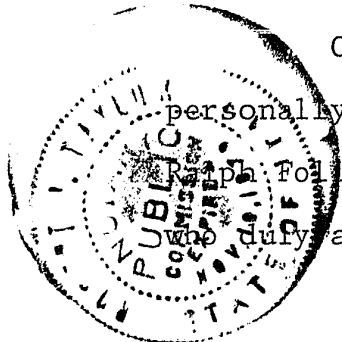
Katherine L Barsnick  
Notary Public

Residing at: Salt Lake County



STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 13<sup>th</sup> day of February, 1977, personally appeared before me Mildred E. Evans, wife of Ralph Folland Evans, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Ralph Folland Evans  
NOTARY PUBLIC

My Commission expires 11/10/79 Residing in Salt Lake City, Utah