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Request of SECURITY TITLE COMPANY
HAZEL TAGGERT CHASE
Recorder, Salt Lake County, Utah
\$ 16.00 By [Signature] Deputy
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ENABLING DECLARATION FOR
TARA CONDOMINIUM PROJECT

THIS DECLARATION is made and executed this 24th day of July 1964, by HILDA BETH JONES And MELISSA WHITEHEAD, hereinafter termed "Declarant", pursuant to the provisions of the Utah Condominium Act.

RECITALS

WHEREAS, Declarant is the owner of a parcel of land together with easements, privileges, and appurtenances thereunto belonging, situate in Salt Lake City, Salt Lake County, State of Utah, and hereinafter more particularly described, and

WHEREAS, Declarant is constructing a certain apartment home building, consisting of seven (7) apartment units, and certain other improvements upon the aforesaid premises in accordance with the record of survey map, attached hereto and marked Exhibit A and by this reference made a part hereof, and filed herewith dated the 1st day of July, 1964, consisting of 1 sheets, prepared and certified to by Edmund W. Allen, a duly Registered Utah Land Surveyor, and

WHEREAS, Declarant desires by filing this Enabling Declaration and the aforesaid record of survey map, to submit the said property and the apartment home building and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act as a condominium project to be known as TARA Condominium Project, and

WHEREAS, Declarant desires and intends to sell the fee title to the individual apartment home units contained in said condominium project, together with the undivided ownership interests in the common areas and facilities appurtenant to each of said apartment home units to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and performed.

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NOW THEREFORE, for such purposes, Declarant hereby makes the following Declaration:

I

DEFINITIONS

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

2. The term "the condominium project" shall mean and refer to the hereinafter described tract of land, together with all improvements and appurtenances located thereon or belonging thereto.

3. The term "record of survey map" shall mean and refer to that certain record of survey map filed with this Declaration dated the 1st day of July, 1964, consisting of 1 sheets, prepared by Edmund W. Allen, a duly Registered Utah Land Surveyor.

4. The term "common areas and facilities" shall mean and refer to:

(1) The above described land on which the building and appurtenances are located.

(2) All foundations, columns, girders, beams, supports, stairs, stairways, entrances and exits, exterior apartment unit and bearing walls, ceilings, roofs, etc. of the building.

(3) The basement, except for Apartment Home No. 7, yard, gardens, and Sun Deck.

(4) All installations for the furnishing of central services, such as power, light and water.

(5) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

5. The term "limited common areas and facilities" shall mean and refer to the parking areas, and the storage spaces, and the porch, balcony, or patio in front of each apartment unit.

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6. The term "management committee" shall mean and refer to the management committee of TARA Condominium Project, which is charged with and has the responsibility and authority to make and to enforce all reasonable rules and regulations covering the operation and maintenance of the condominium project.

7. The term "apartment unit" shall mean and refer to each of the seven apartment home units contained within the condominium project which is designated as such on the record of survey map and which is intended to be independently used, owned, encumbered and/or conveyed.

8. The term "unit owner" shall mean and refer to the legal owner of an apartment home unit as herein defined and the owner of an undivided interest in the common areas and facilities, all as designated herein and in the record of survey map, Exhibit A hereof.

9. The term "common expenses" shall mean and refer to all sums lawfully assessed by the management committee against the unit owners in accordance with the provisions of the Act, this Declaration, the By-laws of the management committee, copy of which is attached hereto, marked Exhibit B, and by reference made a part hereof, and such rules and regulations pertaining to the condominium project as the management committee may from time to time make and adopt.

10. The term "common profits" shall mean and refer to the balance of all income, profits and revenues received by the management committee from or in connection with the management and operation of the condominium project which may remain after the deduction of the common expenses.

11. The term "unit number" shall mean and refer to the number designating the unit in the record of survey map.

12. The term "majority" or "majority of the unit owners" shall mean and refer to the owners of four or more of the apartment home units.

II

SUBMISSION

Declarant hereby submits to the provisions of the Act as a condominium project to be known as TARA Condominium Project, the following described tract of land situate in Salt Lake City, Salt Lake County, State of Utah, to-wit:

Beginning at the Southeast corner of Lot 9, Block 5, Plat "E", Salt Lake City Survey, which point is also S 68° 23' 16" W 19.68' from a City monument at Vine Street and running thence along the South line of Lot 9 S 63° 01' 50" W 76.30' to the Southwest corner of said Lot 9; thence N 18° 35' 33" W 102.75' on the West line of said Lot 9; thence N 78° 30' 41" 100.01' to a point along the West line of Vine Street and the East line of said Lot 9; thence S 01° 54' 46" E 82.75' along said line to the point of beginning.

Together with all privileges and appurtenances thereunto belonging or in any wise appurtenant, and the apartment home building and other improvements being and to be constructed thereon.

III

COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration and submission are made upon and under the following covenants, conditions, and restrictions:

1. The building and improvements of the TARA Condominium Project are located and to be located upon the above described premises.
2. A description of the building showing the character of construction, the number of stories, the basement, the seven (7) units and their identity, the approximate areas, the number of rooms, and immediate common access areas, are set forth in and upon the record of survey map which is being recorded with this Declaration and to which reference is hereby made for all of such information.
3. The description of common and limited common areas and facilities is identified in the definition of terms in this Declaration hereinabove set forth, and on the record of survey map, Exhibit A hereof. The apartment units to which the use of the limited common areas is reserved is shown on said record of survey map, Exhibit A thereof.

4. The percentage of undivided interest in the common areas and facilities appurtenant to each apartment unit except for Unit 7 for all purposes including voting is 14.94 percent, and the percentage of undivided interest in the common areas and facilities appurtenant to Apartment Unit 7 for all purposes including voting is 10.36 percent.

5. The building and facilities of the condominium project and each of the apartment units are intended and restricted to use for individual housing purposes.

6. The name of the person to receive service of any process which may be authorized by law or under the provisions of the Act is Hilda Beth Jones, who resides at 1615 Mayfair Circle, Salt Lake City, Salt Lake County, State of Utah.

7. The value of the entire condominium project is \$ 100,000.00, and the value of each apartment unit is \$ 15,000.⁰⁰, except for apartment unit No. 7, which is valued at \$ 11,000.⁰⁰.

8. The declaration and the covenants, restrictions, limitations, conditions, and uses herein provided for all shall constitute covenants to run with the land hereby submitted to the condominium project, and shall be binding upon the Declarant and their successors and assigns, and upon all subsequent owners of all or any part of the condominium project and upon their grantees, successors, heirs, executors, administrators, devisees and assigns.

9. The condominium project, including the common and limited common areas and facilities appurtenant thereto, shall be managed, operated and maintained by a management committee as agent of the unit owners in accordance with the terms, conditions and provisions of:

- (1) The Act;
- (2) This Declaration;
- (3) The By-laws of the management committee attached hereto as Exhibit B and any amendments thereto;

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(4) Such Rules and Regulations pertaining to the condominium project as the management committee may from time to time adopt; and

(5) All agreements and determinations lawfully made by the management committee respecting the condominium project.

10. In the event of damage or destruction of all or seventy-five percent or more of the building or facilities constituting the condominium project, a vote of four (4) or more of the apartment unit owners shall be determinative of whether to rebuild, repair, restore or sell the property constituting the condominium project. If damage or destruction is less than seventy-five percent, repair and reconstruction is mandatory.

11. Except as otherwise provided by the Act, the vote of four (4) or more of the apartment unit owners shall be required to amend this Declaration and/or the record of survey map which approval and consent shall be duly executed and recorded instruments.

12. 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 individual apartment unit owners shall carry insurance coverage of their own on such of their individual property as may be located in their apartments units, and shall procure such further insurance coverage respecting their ownership, use or occupation of their individual apartments as they may deem necessary.

13. Each unit owner, tenant or occupant of any apartment shall comply with the provisions of the Act, this Declaration, the By-laws of the management committee and the rules and regulations referred to above and all agreements and determinations lawfully made and/or entered into by the management committee, including any amendments thereto and any failure to comply with any of the provisions of said Act, declaration, articles, by-laws, rules, regulations agreements and determinations, or any amendments thereto, shall be

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grounds for an action by the committee to recover any loss or damage resulting therefrom or for injunctive relief.

14. The project will have covered parking facilities as shown by the record of survey map of the project. Said facilities shall be and remain a part of the limited common areas and facilities and the owner of the respective apartment units shall have the right to the exclusive use of such parking space as granted to such owner in connection with the ownership of his apartment unit, as follows, counting from south to north: First stall, Apartment 2; second stall, Apartment 1; third stall, Apartment 3; Fourth stall, Apartment 5; Fifth stall, Apartment 6; sixth stall, Apartment 4; seventh stall, Apartment 7. No automobile shall be parked in the project outside of the designated parking areas.

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

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

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

Made and executed the day and year first above written.

Hilda Beth Jones
Hilda Beth Jones - Trustee

Melissa Whitehead
Melissa Whitehead - Trustee

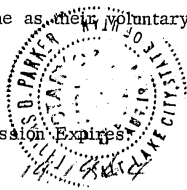
STATE OF UTAH :

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COUNTY OF SALT LAKE:

On the 24th day of June, 1964, personally appeared before me, HILDA BETH JONES and MELISSA WHITEHEAD/ who being by me duly sworn did say that they signed the above and foregoing instrument and acknowledged to me that they signed same as their voluntary act and deed.

My Commission Expires



Shamus C. Parker
Notary Public
Residing at Salt Lake City, Utah

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BYLAWS OF MANAGEMENT COMMITTEE
OF
TARA CONDOMINIUM PROJECT

These Bylaws are adopted for the government of the Tara Condominium Project, pursuant to the provisions of the Utah Condominium Ownership Act and the Declaration of Hilda Beth Jones and Melissa Whitehead, executed pursuant to the provisions of said Act.

ARTICLE I

DEFINITION OF TERMS

The term "committee" means the management committee of the Tara Condominium Project.

The term "owner" or "owners" means the unit owner or owners of apartment units in the Tara Condominium Project.

The term "project" means the Tara Condominium Project.

The term "Act" means the Utah Condominium Ownership Act.

ARTICLE II

ESTABLISHMENT OF MANAGEMENT COMMITTEE

The committee is established as an agent of the owners of the apartment units and the acts and duties of the committee performed in accordance with these bylaws are performed as the agents of the owners.

There is established a Management Committee consisting of as many members as there are unit owners, one person representing each owner of a unit or units in the condominium project or his designee. Should there be more than one owner of a unit, it shall be the responsibility of such owners to appoint the member of the committee. The committee shall be self-perpetuating and when a member sells his unit the succeeding owner shall automatically become a member of the committee. The committee shall be responsible for the proper maintenance, repair and replacement of the project.

ARTICLE III

MEETINGS

Section 1: Annual Meeting. The annual meeting of the owners and the management committee shall be held at 7:30 o'clock p.m. on the second Monday in January, 1965, and on the second Monday in January of each year thereafter at the apartment unit of the committee member who is Project Manager, selected as hereinafter provided, for the year in which the meeting is held; provided, that whenever such date falls on a legal holiday the meeting shall be held on the next succeeding business day.

Section 2: Special Meetings. Special meetings of the owners or the management committee shall be called by the Project Manager, or by a majority of the owners or committee members.

Section 3: Notices: Notice of all meetings shall be given orally or in writing at least twenty-four hours before the time fixed for the meeting. Whenever all members of the committee or owners meet, such meetings shall be valid for all purposes. Whenever all absent members or owners have acknowledged in writing receipt of notice, and a quorum is present at the meeting such meeting shall be valid for all purposes.

ARTICLE IV

PROJECT MANAGER

Section 1: There is established the office of Project Manager, which shall be occupied and held by a member of the management committee. This office shall be held by unit owners who are members of the committee and the selection of Project Manager shall be on a rotation basis.

Section 2: The Project Manager shall serve for a year, from annual meeting to annual meeting and he will serve without compensation.

Section 3: The unit owner who is the committee member representing Unit 3 shall serve until the annual meeting in January, 1966. The rotation of the office of Project Manager shall follow this order: First Year, Unit 3; Second Year, Unit 4; Third Year, Unit 5; Fourth Year, Unit 6; Fifth Year, Unit 7; Sixth Year, Unit 1; and Seventh Year, Unit 2, and then the order shall be repeated thereafter. Should any unit owner be unable to serve as Project Manager, the management committee shall appoint a substitute Project Manager and shall assess the cost thereof to the unit owner whose responsibility it is to serve.

Section 4: The Project Manager will be responsible for ground maintenance, watering and care of lawn, trees and shrubs, and snow clearance of the front street sidewalk. He may perform the work himself or hire others at his own expense. Should the Project Manager fail to discharge the responsibility to the satisfaction of the majority of the Management Committee, such committee may hire the work done and charge the cost thereof to the Project Manager. The cost of maintenance, repair and replacement of the common and limited common areas and facilities, other than that assigned as the personal responsibility of the Project Manager shall be paid for from the fund established to handle common expenses. Charges against such fund in amounts of \$15.00 or less may be made by the Project Manager. Larger items of expense shall be approved in advance by the committee.

Section 5: It shall also be the responsibility of the Project Manager to keep the committee advised of all necessary repair of building and grounds. He shall preside at all meetings of the owners or the committee while in office, and at the annual meeting prior to his release he shall make a

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report on the condition of the project with his recommendations for the ensuing year.

Section 6: The use of the patio, sundeck and other common areas for parties shall be permitted in accordance with a schedule supervised by the Project Manager.

ARTICLE V

ASSESSMENT OF COMMON EXPENSES

Section 1: A monthly assessment will be established by the committee and such amount may be increased or decreased by the committee as the expenses of the project may dictate. Payment of such assessments may be coordinated with the payments due from each owner to the lending institution on mortgages or trust deeds.

Section 2: Should any owner fail to pay the assessments so established when the same shall become due, the committee shall be and hereby is authorized and empowered for and on behalf of the owners to enforce any right or remedy authorized by the Act, the Declaration, these bylaws, or any other remedy available for such purpose.

ARTICLE VI

MAINTENANCE RESPONSIBILITY OF OWNERS

Section 1: The owners of each unit shall perform or accomplish the necessary repairs, operation and maintenance of their respective apartment units at their own expense, and each owner shall keep the interior of his unit in good order, condition and repair and in a clean and sanitary condition. He shall do all redecorating, painting and varnishing which may be necessary to maintain the good appearance of his unit. Each owner shall be responsible for damage to other units caused or resulting from his failure or neglect to properly maintain his unit.

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ARTICLE VII

RULES AND REGULATIONS

The committee shall have the power to adopt and establish such building management and operational rules as the committee shall deem necessary for the maintenance, operation, management and control of the project.

ARTICLE VIII

AMENDMENT OF BYLAWS

These bylaws may be amended by the affirmative vote of five (5) or more of the owners at any regular or special meeting of the owners called for that purpose.

ARTICLE IX

ACCEPTABILITY OF TENANTS

The committee shall have the prerogative to either accept and approve or reject and disapprove all occupants or proposed occupants of the project. The committee shall be notified at least ten (10) days prior to the date of occupancy and shall have three (3) days in which to accept and approve or reject and disapprove said proposed occupants. Failure by the committee to so act shall constitute a waiver of the committee's right to reject and disapprove such proposed occupant. Action by the committee on the acceptability of occupants must receive an affirmative vote of at least four (4) members. The committee shall not be arbitrary or capricious in determining the acceptability of occupants. Single persons, ^{including} divorced, widowed or widower, of good character and reputation will ordinarily be acceptable. No children under 16 years of age will be permitted and permanent occupancy of a single unit shall never exceed three (3) persons.

ARTICLE X

COMPENSATION OF COMMITTEE

Committee members shall not receive compensation for their services.

ARTICLE XI

OFFICERS

The officers of the committee shall be the Project Manager and the Secretary-Treasurer. The Project Manager shall be selected as provided in Article IV hereof and the Secretary-Treasurer shall be the next person in line to serve next year as Project Manager. He will serve until the next annual meeting. The Secretary-Treasurer shall keep minutes of the meeting of the owners and the committee, have custody and control of any funds of the committee and make a financial report at the annual meeting at the end of his tour of office.

ARTICLE XII

TAXES AND INSURANCE

Section 1: Taxes. It is acknowledged that under the Utah Condominium Ownership Act each of said apartment units and each of said unit's percentage or undivided interest in the common areas and facilities of the project are subject to separate assessment and taxation by each assessing unit and special districts for all types of taxes authorized by law. Each owner will pay and discharge any and all taxes which may be assessed against any said apartment unit which he owns, and against the percentage of undivided interest he owns in the project; and against any items of personal property located in any unit of which he is the owner.

Section 2: Insurance. The committee shall secure and maintain the following insurance coverage on the project:

(a) Fire and Extended Coverage. In an amount of not less than \$100,000.00. As between the owners of the project participation in any proceeds realized by the committee from said insurance will be on the basis of any damages sustained. In the event such owners cannot agree to such participation, the decision of the committee shall be conclusive. Each owner shall be responsible for securing and maintaining insurance coverage on any items of personal property which he may have in or on his particular unit.

(b) Public Liability Coverage. Comprehensive general liability in the amount of \$300,000.00.

ARTICLE XIII

RIGHT OF ENTRY

Section 1: By the Committee. The committee and its duly authorized agents shall have the right to enter any and all of said apartment units in case of an emergency originating in or threatening such unit or any part of the project, whether the owner or occupant thereof is present at the time or not. The committee and its duly authorized agent shall also have the right to enter any and all of said units at all reasonable times as required for the purposes of making necessary repairs or inspections for maintenance on the common areas and limited common areas and facilities of the project.

Section 2: By Owners. All owners and their duly authorized agents and representatives shall have the right to enter any of said apartment units for the purpose of performing emergency installations or repairs to devices or installations which may be located therein; provided that the owner of such unit shall be notified first if available and time permits.

ARTICLE XIV

PARKING FACILITIES

The project will have covered parking facilities as shown by the record of survey map of the project. Said facilities shall be and remain a part of the limited common areas and facilities and the owner of the respective apartment units shall have the right to the exclusive use of such parking space as granted to such owner in connection with the ownership of his apartment unit, as follows, counting from south to north: First stall, Apartment 2; second stall, Apartment 1; third stall, Apartment 3; Fourth stall, Apartment 5; Fifth stall, Apartment 6; sixth stall, Apartment 4; seventh stall, Apartment 7. No automobile shall be parked in the project outside of the designated parking areas.

ARTICLE XV

NUISANCES - PETS

No owner or occupant shall cause, permit or suffer any nuisance to be created or carried on in any apartment unit of which he is the owner or occupant. No bird or animal shall be kept or harbored in the project unless the same in each instance be expressly permitted by the committee in writing. In no event shall dogs be permitted in any of the common areas and facilities of the project unless carried on a leash. The owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal or pet in the project. The keeping of pets within the project shall be subject to such further rules and regulations as the committee may adopt and prescribe.

ADOPTED AND APPROVED THIS 24th day of June, 1964, by the management committee.

Richard Beth Jones
Project Manager

William M. Whitland
Secretary-Treasurer

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Grantor _____
Grantee _____
Notes _____