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BOOK 2277 PAGE 622

Recorded JAN 4 1965 at 11:13 P.M.
Request of *Western Sav. & Tr. Co.*
FOR RECORDING TACONOT GRANT
Recorded in Salt Lake County, Utah
\$ 7.00 By *[Signature]* Deputy
Ref. _____

ENABLING DECLARATION FOR
LA PARC CONDOMINIUM PROJECT

THIS DECLARATION is made and executed this 21st day of October 1964, by FRED G. BIESINGER and HELEN R. BIESINGER, husband and wife, hereinafter termed "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act.

RECITALS

WHEREAS, Declarant is the owner of a tract 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 has constructed four (4) certain apartment home buildings, consisting of two (2) apartment units in each building for a total of eight (8) apartment units, and certain other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in the Record of Survey Map, attached hereto and marked Exhibit A and by this reference made a part hereof, and filed herewith dated the 21st day of October, 1964, consisting of two (2) 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 four (4) apartment home buildings and other improvements constructed thereon, together with all appurtenances thereunto, to the provisions of the Utah Condominium Ownership Act as a condominium project to be known as the La Parc 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.

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, the four (4) apartment home buildings, 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 31st day of October, 1964, consisting of two (2) 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 four (4) buildings and appurtenances are located.
 - (2) All foundations, columns, girders, beams, supports, exterior apartment unit and bearing walls, ceilings, roofs, etc., of the buildings.
 - (3) The yard and gardens and walkways except for the patio gardens and walkways and the limited common area gardens assigned to the bottom apartment units of the two north buildings of the condominium project, all as shown on the record of survey map.
 - (4) All installations for the furnishing of central services, such as 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 stairs, stairways, entrances and exits, the parking areas, the storage spaces, the patios, balconies and walkways adjacent to each apartment unit and the gardens assigned to the bottom apartment units of the two north buildings of the condominium project, and the storage space assigned to the bottom apartment units of the two south buildings of the condominium project, all as shown on the record of survey map.
6. The term "management committee" shall mean and refer to the management committee of the La Parc 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 condom-

inium project.

7. The term "apartment unit" shall mean and refer to each of the eight (8) 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 unit as herein defined and the owner of an undivided interest in the common areas and facilities.

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 Bylaws of the management committee, copy of which is attached hereto, marked Exhibit B, and by this 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, letter or combination thereof 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 five (5) or more of the apartment units.

II

SUBMISSION

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

Beginning at a point 578.0' East from the Northwest corner of Lot 9, Block 28, Ten Acre Plat "A", Big Field Survey, Salt Lake City, Utah, and running thence N. 89° 51' 22" E 184.60'; thence S 0° 01' 59" W 208.50'; thence S 89° 51' 22" E 182.64'; thence N 9° 40' W 43.33'; thence N 1° 30' W 50.0'; thence N 3° 20' E 116.0' to the point of beginning.

together with all privileges and appurtenances thereunto belonging or in anywise appurtenant, and the four (4) apartment home buildings and other

improvements constructed thereon.

III

COVENANTS, CONDITIONS AND RESTRICTIONS

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

1. The buildings and improvements of the La Parc Condominium Project are located upon the above described premises.

2. A description of the four (4) buildings showing the character of construction, the number of stories, the eight (8) 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 the Declaration and to which reference is hereby made for all of such information.

3. The description of common and limited common areas and facilities as identified in the definition of terms in this Declaration hereinabove set forth. The apartment units to which the use of the limited common areas is reserved is shown on said record of survey map, Exhibit A hereof.

4. The proportion of undivided interest of each apartment unit owner in the common areas for all purposes including voting is one-eighth (1/8th).

5. The four (4) buildings 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 Ralph G. Rodgers, who resides at 2716 South Tenth East Street, Salt Lake City, Salt Lake County, State of Utah.

7. The value of the entire condominium project is \$180,000.00, and each apartment unit together with its percentage ownership in the common areas and facilities is valued at \$22,500.00.

8. This Declaration and the covenants, restrictions, limitations, conditions, and uses herein provided for all shall constitute covenants to run with the land 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 Bylaws of the management committee attached hereto as

Exhibit B and any amendments thereto:

- (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 four (4) buildings or facilities constituting the condominium project, a vote of six (6) 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 five (5) 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 apartment units, and shall procure such further insurance coverage respecting their ownership, use or occupation of their individual apartment units as they may deem necessary.

13. Each unit owner or the tenant or occupant of any apartment unit shall comply with the provisions of the Act, this Declaration, the Bylaws 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, bylaws, rules, regulations, agreements and determinations, or any amendments thereto, shall be grounds for an action by the committee to recover any loss or damage resulting therefrom or for injunctive relief.

14. The project will have parking facilities as shown by the record of survey map of the condominium 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 shown on the record of survey map. 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.

Fred G. Biesinger
Fred G. Biesinger

Helen R. Biesinger
Helen R. Biesinger

STATE OF UTAH :
COUNTY OF SALT LAKE : ss

On the 21st day of October, 1964, personally appeared before me, FRED G. BIESINGER and HELEN R. BIESINGER, husband and wife, who, being by me duly sworn upon oath, did say that they signed the above and foregoing instrument and acknowledged to me that they signed same as their voluntary act and deed.

Thomas O. Parker
Notary Public, residing at Salt Lake City, Utah

