After recording please return to:

Charles L. Maak Van Cott, Bagley, Cornwall & McCarthy Suite 300, 141 East First South

Salt Lake City, Utah 84111

13e, 0

2426659

ENABLING DECLARATION

<u>OF</u>

GEORGETOWN SQUARE CONDOMINIUM PROJECT

(PHASE NO. 1)

THIS DECLARATION is made and executed this _____ day of DECEMBEL, 1971, by GEORGETOWN SQUARE, a partnership consisting of ALAN H. COOMBS and JOHN L. HARMER (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1953)).

RECITALS:

- A. Declarant is the owner of that certain Parcel of real property more particularly described in Article II hereof.
- B. Declarant has constructed, or is in the process of constructing, upon said Parcel a Condominium Project, including certain Units and other improvements. All of such construction has been, or is to be, performed in accordance with the plans and specifications contained in the Record of Survey Map.
- C. Declarant desires, by filing this Declaration and the Survey Map, to submit said Parcel and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as the "Georgetown Square Condominium Project."

- D. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, restrictions, and limitations herein set forth.
- E. Declarant anticipates that the Project created hereby will be but the first Phase of a larger Project which ultimately may come into existence. Accordingly, Declarant wishes to reserve the right to include each additional Phase as a part of one Project consisting of all Phases which may be completed at any given time.

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

I. DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated. Any 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.

- 1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1953)).
- 2. <u>Declaration</u> shall mean and refer to this Enabling Declaration.

- 4. <u>Management Committee</u> and <u>Committee</u> shall mean and refer to the Management Committee of the Georgetown Square Condominium Project.
- 5. <u>Common Areas and Facilities</u> shall mean, refer to, and include:
 - (a) The real property and interests in real property which this Declaration submits to the terms of the Act.
 - (b) All Common Areas and Facilities designated as such in the Survey Map.
 - (c) All Limited Common Areas and Facilities.
 - (d) All foundations, basements, roofs, and lobbies constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, entrances, and exits which are designed for the use of more than one Unit.
 - (e) All installations for and all equipment connected with the furnishing of Project central services such as gas, water, heat, and air conditioning.
 - (f) All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.
 - (g) All portions of the Project not specifically included within the individual Units.

- (h) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.
- 6. <u>Limited Common Areas and Facilities</u> shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units, including some of the parking stalls and carports which are included within the Project (one per each home Unit), most of the storage rooms, and the patio and/or balcony associated with certain home Units.
- 7. Unit shall mean and refer to one of the home Units, one of the open parking stalls, or one of the covered carports which is designated as a Unit on the Record of Survey Map and in Exhibit A attached hereto (and incorporated herein by this reference). Unless a wall on the perimeter of a Unit separates and is common to two or more Units, such perimeter wall shall constitute a part of the Unit to which it relates. A wall on the perimeter of a Unit which separates such Unit from, and is common to, another Unit shall, from and including the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall include any walls, partitions, and floors which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, or coverings which bound it. A Unit shall not include pipes,

wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit.

- 8. <u>Unit Number</u> shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit A and in the Record of Survey Map.
- 9. <u>Unit Owner</u> or <u>Owner</u> shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant thereto. The Declarant shall be deemed the owner of all unconstructed or unsold Units. In the event a Unit is the subject of an executory contract of sale, the contract purchaser shall, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership.
- 10. <u>Common Expenses</u> shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Management Agreement for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.
- 11. <u>Entire Tract</u> shall mean and refer to the following-described tract of land situated in Salt Lake County, State of Utah, together with all appurtenances thereto:

BEGINNING at a point which is North 0° 11' 57"
West 693 feet along the North-South quarter section line and North 89° 59' 15" West 1380.15
feet from the South quarter corner of Section
27, Township 1 South, Range 1 East, Salt Lake
Base and Meridian, and running thence North 0°
36' East 15.10 feet; thence South 89° 59' 15"
East 23.20 feet; thence North 0° 36' East 202.74
feet; thence North 89° 59' 15" West 149.16 feet;
thence North 0° 36' East 201.18 feet to the
South line of 3300 South Street; thence along
said South line North 89° 59' 15" West 217.32
feet; thence South 0° 36' West 180.00 feet;
thence North 89° 59' 15" West 81.00 feet;
thence North 89° 59' 15" West 81.00 feet;
thence South 0° 36' West 220.02 feet; thence South 89°
59' 15" East 122.72 feet; thence South 0° 36'
West 19.00 feet; thence South 89° 59' 15" East
301.56 feet to the point of BEGINNING.

The Parcel which this Declaration submits to the terms of the Act comprises only a part of the Entire Tract. A description of the Entire Tract is set forth herein solely for purposes of identification. This Declaration is not intended to create and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interests in real property other than the Parcel which this Declaration expressly submits to the provisions of the Act.

12. <u>Parcel</u> shall mean and refer to each portion of the Entire Tract which is separately submitted to the terms of the Act with the intention that it shall thereby comprise, or in the future may become, a part of the Project. The real property which Article II of this Declaration submits to the terms of the Act constitutes a Parcel.

DOK JUZO PAGE 194

- in development of the Entire Trac+ which is initiated through the submission of a Parcel to the terms of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of any single Parcel. The submission which is effected by this Declaration, the rights and obligations which are created by this Declaration, and the improvements described in the Survey Map which have been or will be constructed, together constitute a Phase -- Phase No. 1 -- of the Condominium Project.
- 14. <u>Condominium Project</u> or <u>Project</u> shall mean and refer to the Georgetown Square Condominium Project. At any point in time the Project shall consist of Phase No. 1 and all Phases which theretofore have been added to and merged with Phase No. 1.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act, as the Parcel associated with Phase No. 1 of the Project, the following-described real property situated in Salt Lake County, State of Utah:

BEGINNING at a point which is North 0° 11' 57"
West 693 feet along the North-South quarter section line and North 89° 59' 15" West 1380.15 feet from the South quarter corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 36' East 15.10 feet; thence South 89° 59' 15" East 23.20 feet; thence North 0° 36' East 202.74 feet; thence North 89° 59' 15" West 336.48 feet; thence North 0° 36' East 201.18 feet to the South line of 3300 South Street; thence along said South line North 89° 59' 15" West 30.00 feet; thence South 0° 36'

West 180.00 feet; thence North 89° 59' 15" West 81.00 feet; thence South 0° 36' West 220.02 feet; thence South 89° 59' 15" East 122.72 feet; thence South 0° 36' West 19.00 feet; thence South 89° 59' 15" East 301.56 feet to the point of BEGINNING.

SUBJECT TO a perpetual easement for ingress and egress over the following-described portion of the above-described Parcel:

BEGINNING on the South line of 33rd South Street at the Northwest corner of the above-described Parcel, thence East along the South line of 33rd South Street 30 feet; thence South 0° 36' West 180 feet; thence North 89° 59' 15" West 30 feet; thence North 0° 36' East 180 feet to the point of Beginning.

Said easement is appurtenant to the $180\ \text{foot} \times 81\ \text{foot}$ tract contiguous to the tract affected by the easement and lying immediately to the West thereof, and was created by a Deed recorded in the official records of Salt Lake County, Utah on July 2, 1969 as Entry No. 2294198 in Book 2769, Page 219.

TOGETHER WITH both the obligation to maintain the above-described easement and the perpetual right to receive from the owner of such easement the yearly sum of \$120.00, which said obligation and right are detailed in an unrecorded "Right of Way Agreement" dated June 30, 1969, between L. C. Heugly Co., a Utah corporation, and W 2 P Rentals, a Utah partnership.

RESERVED FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the above-described Parcel and any improvements now or hereafter constructed thereon as may be necessary to develop each and every part of the Entire Tract as a Phase or Phases and as may be necessary to accomplish the expansion of Phase No. 1 which is contemplated by Paragraph 31 of this Declaration. If, pursuant to this reservation, the above-described Parcel 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, the reservation hereby effected shall terminate upon the first to occur of the following events: (a) When each and every

part of the Entire Tract is part of a fully completed Phase and when the expansion of Phase No. 1 contemplated by Paragraph 31 has been accomplished; or (b) With the termination of the right to add additional Phases to the Project and the right to accomplish the amendment contemplated by Paragraph 31.

THE ABOVE-DESCRIBED PARCEL, EASEMENTS, AND RIGHTS ARE SUBJECT TO all visible easements and rights-of-way and all easements and rights-of-way of record, including those described below:

(a) That certain right-of-way and easement which was granted to the Salt Lake City Suburban Sanitary District by a Right of Way Agreement recorded in the official records of Salt Lake County, Utah on April 17, 1970 as Entry No. 2328712, in Book 2848 at Page 198. Said right-of-way and easement was granted for the purpose of laying, operating, maintaining, repairing, removing, or replacing a pipeline which has as its center line a line approximately as follows:

BEGINNING at a point on the South line of 3300 South Street which is 13 feet East from the Northwest corner of the above-described Parcel, and running thence South 345 feet; thence East 289 feet.

(b) That certain right-of-way and easement 16 feet in width which was granted to Mountain Fuel Supply Company by a Right of Way and Easement Grant recorded in the official records of Salt Lake County, Utah on May 21, 1970 as Entry No. 2333469, in Book 2859 at Page 137. Said right-of-way and easement was granted for the purpose of laying, operating, maintaining, repairing, inspecting, protecting, removing, and replacing pipelines, valves, valve boxes, and other gas transmission and distribution facilities. The center line of said right-of-way and easement is described as follows:

BEGINNING at a point on the South line of 33rd South Street, said point being 1118.65 feet North and West 1697.09 feet from the South quarter corner of said Section 27, thence South 0° 36' West 256 feet.

III. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

- 1. <u>Description of Improvements</u>. The improvements included in Phase No. 1 of the Condominium Project are now or will be located upon the Parcel described above, and all of such improvements are described in the Survey Map. The Survey Map shows the basements, the number of stories, and the number of Units which are to be contained in the buildings which comprise a part of such improvements. The buildings shall be principally constructed of the following materials: Wooden frames with both load-bearing and nonbearing walls studded with wood; Lower floors, except those over a basement, composed of concrete; Second floors and floors over basements composed of wooden joists covered with plywood; Wooden truss joist roofs covered with plywood; Roofs surfaced with asphalt shingles; Interior walls surfaced with dry wall; Brick, aluminum, or wood veneer exterior.
- 2. <u>Description and Legal Status of Units</u>. The Record of Survey Map shows, with respect to Phase No. 1 of the Project, the Unit Number of each Unit, its location, dimensions from which its area may be determined, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. Units in Phase No. 1 are either home Units, open car stalls, or covered carports.

800K3025 PAGE 10

Those car stalls and carports which constitute Units shall, for all purposes except maintenance and except as otherwise specifically provided in this Declaration, be accompanied by the same rights and obligations as pertain to home Units. For maintenance purposes, car stalls and carports constituting Units shall have the same status as those car stalls and carports which comprise a part of the Limited Common Areas and Facilities. All Units shall be capable of being independently owned, encumbered, and conveyed.

- 3. Contents of Exhibit A. Exhibit A to this Declaration furnishes the following information with respect to each Unit in Phase No. 1: (a) The Unit Number; (b) Its area; (c) The number of rooms (for home Units); (d) Those Limited Common Areas and Facilities having a numerical or letter designation which are reserved for use by the Unit (for home Units); (e) The Unit's appurtenant percentage of undivided ownership interest in the Common Areas and Facilities.
- 4. Common and Limited Common Areas and Facilities.

 The Common Areas and Facilities contained in Phase No. 1 of the Project are described and identified in Article I of this Declaration. Neither the percentage of undivided interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the

instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

- 5. Computation of Undivided Interests. For purposes of determining the percentages of undivided interest in the Common Areas and Facilities which are appurtenant to the various Units, a weighted figure representing the floor space associated with a Unit has been used as a measure of value. Such figure is, with respect to each home Unit located on the end of a building, 105% of the approximate floor space contained in the Unit. With respect to each home Unit not located on the end of a building, such figure is the approximate floor space actually contained in the Unit. With respect to each car stall and carport which constitutes a Unit, such figure is 20% of its approximate square footage. The percentage of undivided ownership interest appurtenant to each Unit is the ratio between the weighted figure for that Unit and the sum of such figures for all Units.
- 6. Permissible Use of Units and Common Areas. Those home Units in Phase No. 1 are intended to be used for single family residential housing and are restricted to such use. Those car stalls and carports which constitute Units are intended to be used only as vehicle parking spaces and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other

DOK 3025 PAGE 110

Unit, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. The Common Areas and Facilities shall be used only in a manner consistent with their community nature. No animals other than small household pets shall be kept or allowed in any Unit or in any part of the Common Areas and Facilities.

- 7. Maximum Number of Children Per Unit. No one-bedroom home Unit shall be occupied by more than one person under 16 years of age. No home Unit containing two bedrooms shall be occupied by more than two persons under 16 years of age. And no three-bedroom home Unit shall be occupied by more than three persons under 16 years of age. Provided, however: (i) That in determining whether the foregoing restrictions are being abridged, account shall not be taken of occupants who are residing in the Unit concerned in conjunction with a visit lasting less than six months; (ii) That in determining whether such restrictions are being violated, account shall not be taken of a child born to an occupant of the Unit until the child reaches the age of one year; and (iii) That the restrictions imposed by this Paragraph 7 may, on a case-by-case basis, be waived by the unanimous written agreement of the full Committee.
- 8. <u>Condition and Maintenance of Units</u>. Each Unit shall be maintained 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.

9. Transfer or Lease of Home Units. Any Owner of any interest in a home Unit who plans to transfer all or any portion of such interest or to enter into an agreement for another party's occupancy of such Unit shall, at least 10 days before the transaction is to be consummated, give the Committee written notice of his intentions. The notice shall furnish the name and address of the proposed transferee or occupant and the terms of the proposed transaction. If the sole consideration involved in the transaction is money, at any time within seven days after its receipt of the notice the Committee shall have the right to enter into the transaction upon the same terms as those offered to the proposed transferee or occupant. If consideration other than money is involved in the proposed transaction or if such transaction is in the nature of a gift, the Committee shall have the right to acquire the interest concerned if, within seven days after its receipt of the Owner's notice, the Committee gives the Unit Owner written notice of its intention to obtain the interest. Upon its giving such notice the Committee shall be obligated to enter into the proposed transaction at a price of purchase or occupancy determined as follows: The Committee shall select one MAI appraiser, the Unit Owner shall select another, and the two appraisers so selected shall designate a third; each appraiser

shall independently arrive at a price for the interest concerned; the price to be paid by the Committee shall be the average of the two closest appraisal figures. The Committee and the Unit Owner shall take all possible steps to expedite such determination.

Notwithstanding any provision of the transaction originally proposed by the Unit Owner, in the event the Committee exercises its right under this Paragraph 9 it may transfer the interest concerned or lease the Unit to any party reasonably acceptable to it and the Unit Owner.

- of a home Unit plans to allow someone other than a member of his immediate family to occupy his Unit, such Owner shall, at least 10 days prior to the proposed date of occupancy, give the Committee written notice of the name of the intended occupant. At any time within three days after its receipt of the notice the Committee may disapprove of the proposed occupant. If the Committee does so, the Owner concerned shall not permit the planned occupancy unless the Committee's decision is reversed by the vote of at least 51% of the Project's undivided ownership interests. In the event the Unit Owner wishes to seek such a vote, he shall so notify the Committee and it shall call a special meeting of all Unit Owners. The meeting shall be held as soon as reasonably possible after the Unit Owner requests it.
- 11. <u>Status and General Authority of Committee</u>. The Condominium Project shall be managed, operated, and maintained

by the Management Committee as agent for the Unit Owners. The Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (i) below, constitute a legal entity capable of dealing in its Committee name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- (a) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities.
- (b) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
 - (c) The power to sue and be sued.
- (d) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.
- (e) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.
- (f) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.
- (g) The power and authority to add any interest in real property obtained pursuant to subparagraph (f) above to the Georgetown Square Condominium Project, so long as such action has been authorized by the necessary vote or consent.

- (h) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.
- (i) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

12. Manager. The Committee may carry out any of its functions which are capable of delegation through a Project Manager. Any Manager retained for such purposes must be an individual or entity experienced and qualified in the field of property management. The Manager so engaged shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. It is anticipated that the Committee and Alan H. Coombs will enter into a Management Agreement for an initial one-year period to begin on even date herewith.

13. Composition of Management Committee. The Committee shall be composed of three members. At the first regular Owners meeting two Committee members shall be elected for twoyear terms and one member for a one-year term. At each annual Owners meeting thereafter any vacant seat on the Committee shall be filled with a member elected for a two-year term. Members shall serve on the Committee until their successors are elected and qualify. Only Unit Owners and officers and agents of owners other than individuals shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidates for Committee membership as there are seats on the Committee to be filled; provided, however, that until the annual Owners meeting held in April of 1974 Declarant alone shall be entitled to select two Committee members. Until the first annual meeting of the Owners, the members of the Committee shall be the following persons and each shall hold the office indicated opposite his name:

> Alan H. Coombs Lynn H. Coombs Carla H. Coombs

President Vice President Secretary-Treasurer

In the event a Committee seat which was filled by Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy the remaining Committee members shall elect a replacement to sit

8003525 MIE 116

on the Committee until the expiration of the term for which the member being replaced was elected. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

- 14. <u>Committee Officers and Agents</u>. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent, or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:
 - (a) <u>President</u>. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Project. He shall preside over all meetings of the Committee and of the Unit Owners. He shall execute all instruments on behalf of the Committee.
 - (b) <u>Vice President</u>. The Vice President shall have all the powers of the President in the event of the latter's absence or inability to act.
 - (c) <u>Secretary</u>. The Secretary shall keep minutes of meetings of the Committee and of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee.

- (d) <u>Treasurer</u>. The Treasurer shall have custody and control of the funds available to the Committee. He shall furnish the Committee with a bond, in the amount specified by the Committee, conditioned upon the faithful performance of his duties. The offices of Secretary and Treasurer may be held by the same Committee member.
- mittee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the Committee may provide. No notice need be given of regular Committee meetings. Special Committee meetings shall be held whenever called by the President or a majority of the Committee. Either oral or written notice of special meetings shall, unless a waiver of such notice is signed by all members, be given to each Committee member at least 24 hours before the time fixed for the meeting. Any meeting attended by all Committee members shall be valid for all purposes. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.
- 16. Owners Meetings. The regular meeting of the Unit Owners shall be held at 7:00 p.m. on the second Tuesday in April, 1972, and on the second Tuesday in April of each succeeding year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in Salt Lake County, Utah specified in the notice

118 118 118

of meeting. At least 10 days before the date of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each Unit Owner at his last known address. Such notice shall state the time, place, and general purpose of the meeting.

Special meetings of the Owners may be called by the

Special meetings of the Owners may be called by the Fresident, by a majority of the Committee members, or by Unit Owners cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least seven days before the date set for a special meeting written notice such as that described in the immediately preceding paragraph shall be personally delivered or mailed postage prepaid to each Unit Owner at his last known address.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy such meeting shall be valid for all purposes. A quorum for the transaction of business at an Owners meeting shall consist of a majority of all the undivided ownership interest in the Project. In the event a quorum is not present at an Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall

be required. A quorum for the transaction of business at the rescheduled meeting shall be 25% of all the undivided ownership interest in the Project.

- 17. <u>Capital Improvements</u>. Additions or capital improvements to the Project which cost no more than \$5,000.00 may be authorized by the Management Committee alone. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition or capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed, be authorized by at least 75% of the Project's undivided ownership interest.
- 18. Operation and Maintenance. The Management Committee shall provide each Unit with all the utility services except telephone and electricity required by it. The Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The Committee shall have no obligation regarding maintenance or care of home Units, but shall maintain all car stalls and carports which constitute Units in the same manner that it is required to maintain car stalls and carports comprising a part of the Limited Common Areas and Facilities.

DOKJUZO PAGE 120

- 19. Payment of Expenses. Before the end of each calendar year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take into account any deficit or surplus realized during the current 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 Committee 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 or as a result of the addition of another Phase or Phases to the Project, the Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Committee so long as the method it adopts is consistent with good accounting practices and requires that the portion of Common Expenses borne by each Owner during a 12-month period be determined on the basis of his undivided ownership interest.
- 20. Remedies for Nonpayment. Should any Unit Owner fail to pay when due his share of the Common Expenses, the Committee may enforce any remedy provided in the Act or otherwise

available for collection of delinquent Common Expense assessments. Regardless of the terms of any agreement to which the Committee is not a party, liability for the payment of Common Expense assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against any person holding an ownership interest in the Unit concerned, against the interest which is held by him, against either or both the seller or purchaser under an executory contract of sale covering the Unit concerned, against the interests in the Unit which are held by any such seller or purchaser, and against any combination or all of such persons and interests. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after the institution of the action the Unit Owner shall pay a reasonable rental for his use of the Unit and the Committee shall, without regard to the value of the Unit, be entitled to the appointment of a receiver to collect any rentals due from the Owner or any other person.

- 21. <u>Insurance</u>. The Management Committee shall secure and at all times maintain the following insurance coverages:
 - (i) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project. Such policy or policies shall be made payable to the Committee and all persons holding an interest in the Project or any of the Units, as their interests may appear.

00K3025 PAGE 12%

(ii) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$300,000.00 for any one person injured, \$1,500,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall apply with respect to insurance:

- (a) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use.
- (b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
- (c) The Committee shall have the authority to adjust losses.
- (d) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.
- (e) Each policy of insurance obtained by the Committee shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; That it cannot be cancelled, suspended, or invalidated due to the conduct of

any particular Unit Owner or Owners; That it cannot be cancelled, suspended, or invalidated due to the conduct of the Manager or of any member, officer, or employee of the Committee without a prior written demand that the defect be cured; That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

- (f) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Committee with a copy of his policy within 30 days after he acquires such insurance.
- 22. <u>Damage to Project</u>. In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:
 - (a) If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.
 - (b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.
 - (c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the

00x30725 PMF 12

BOOK 30 25 PAGE 1

Unit Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75%, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 22 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 22 regarding the extent of damage to or destruction or Project improvements shall be made as follows: The Management Committee shall select three MAI appraisers; each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph 22 shall be the average of the two closest appraisal figures.

23. <u>Consent Equivalent to Vote</u>. In those cases in which the Act or this Declaration requires the vote of a stated

percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

24. Addition of Phases. Declarant hereby reserves the absolute right to enlarge the Project through the addition of one or more Phases. Notwithstanding any provision of the Act which might be construed to the contrary, such right may be exercised without obtaining the vote or consent of any person and shall be limited only as specifically provided in this Declaration. A Phase shall be added to and merged with the preexisting Project at such time as all of the following conditions have been met: (a) An enabling declaration and record of survey map concerning the Phase to be added have been properly recorded in the official records of Salt Lake County, Utah; (b) All of the improvements to be constructed in connection with such Phase have been substantially completed; and (c) A Notice of Completion complying with the provisions of the following Paragraph 25 has been recorded with respect to such Phase. After all of the described conditions have occurred, the Phase concerned shall for all purposes constitute a part of the Project. Until a Notice of Completion is recorded with respect to a Phase, that Phase

shall for all purposes constitute a condominium project distinct from the Georgetown Square Condominium Project.

- 25. <u>Notice of Completion and Effect</u>. A Notice of Completion associated with any Phase to be added to the Project shall be executed by Declarant, shall be in recordable form, and shall contain the following material:
 - (a) A description of the Parcel connected with such Phase.
 - (b) A description of the Entire Tract.
 - (c) A statement that the enabling declaration and record of survey map associated with the Phase have been recorded.
 - (d) Data sufficient to identify said enabling declaration and record of survey map.
 - (e) A verification by Declarant that all the improvements connected with the Phase are substantially complete.
 - (f) A schedule setting forth the percentage of undivided ownership interest which shall appertain to each Unit in the Project after the addition of the Phase concerned. Each of such percentages shall be the ratio between a weighted figure representing the floor space associated with the Unit concerned (a measure of value) and the sum of such figures for all Units then in the Project. Such weighted figures shall, with respect to all home Units located on the end of a building, be 105% of the approximate floor space contained in the Unit. With respect to all other home Units, such figures shall be the approximate floor space actually contained in the Unit. With respect to all Units (such as car stalls or carports) not intended for extended occupancy by human beings, the weighted figures shall be 20% of the approximate square footage of the Unit.

Upon the recordation of such a (Notice of Completion, the revised schedule of undivided interests contained therein shall automatically become effective for all purposes and shall completely supersede any similar schedule which was contained in any enabling declaration or Notice of Completion associated with any prior Phase. And upon the recordation of such a Notice the enabling declaration and the record of survey map associated with the Phase to which the Notice relates shall automatically supplement all declarations and survey maps associated with earlier Phases. At any point in time, the enabling declaration and record of survey map concerning each Phase which is then a part of the Project shall constitute but constituent parts of a single Declaration and Record of Survey Map affecting the Project. In the event the provisions of the separate instruments conflict irreconcilably, the terms of that document which was recorded most recently shall control.

26. Required Method of Phase Development. Declarant intends to, and hereby obligates itself to, conduct development of the Entire Tract in such a manner that the Condominium Project as it exists at any time shall be fully capable of occupancy and enjoyment even though the development or inclusion of any additional Phase has not yet occurred and may never take place. Declarant hereby covenants, in favor of each Unit Owner, that each and every Phase which may be added to the Project after such Owner

purchases his Unit shall be site planned, shall be architecturally compatible with the Project as it previously existed, and shall be constructed in a good and workmanlike manner.

- <u>Development</u>. The following is a description of the more significant improvements which may be added to the Project in the event all of the remainder of the Entire Tract ultimately is included in the Georgetown Square Condominium Project:
 - (a) Either 1 or 2 buildings containing a total of between 8 and 15 home Units.
 - (b) Common Areas and Facilities which may include a swimming pool of approximately 750 square feet, a play yard, and a recreation room containing approximately 1,000 square feet.

The right to enlarge the Project through the addition of Phases shall be limited as follows:

- (i) The improvements included in any Phase which is added to the Project shall be substantially consistent with the information contained in subparagraphs 27(a) and 27(b) above regarding the improvements corresponding to those included in such Phase.
- (ii) Enlargement of the Project may occur only through the addition of Phases which is accomplished on or before 20 years from the date this Declaration is filed for record.

Except to the extent permitted by Paragraph 31 of this Declaration, no amendment altering this Paragraph 27, Paragraph 26, or the description of the Entire Tract may occur without the consent of the Declarant and of all persons who are Unit Owners at the time of amendment.

29. Configuration of Car Stall and Carport Units. As appears more fully in the Survey Map and Exhibit A to this Declaration, the Project contains a number of covered carports which constitute Units (Numbers P-31 through P-44). In addition to providing the vertical dimensions of such Units, the Survey Map shows the horizontal dimensions thereof. Except for a roof, however, such Units are not enclosed, and Declarant shall have no obligation to accomplish any enclosure or further covering.

The Project also contains a number of open car stalls which constitute Units (Numbers P-1 through P-30 and P-45 through P-53). In addition to providing the horizontal dimensions of such Units, the Survey Map shows the vertical dimensions thereof.

Such Units are, however, neither covered nor enclosed, and Declarant shall have no obligation to accomplish any covering or enclosure.

Mouzo PAGE LOU

d t

Of the car stalls which constitute Units, those fronting on one or more home Units (car stall Unit Numbers P-23 through P-30 and P-45 through P-53) shall be and remain open and shall never be enclosed or covered in any fashion. Any of the other open car stalls which constitute Units (Numbers P-1 through P-22) may be covered by the owner or owners thereof so long as: (a) such covering occurs in conjunction with the covering of at least six contiguous car stall Units; and (b) such covering is not unattractive and is esthetically compatible with the improvements contained in the Project. Any structure which, pursuant to this Paragraph, is erected in connection with the covering of an open car stall Unit may permanently intrude upon any part of the Common Areas and Facilities and upon any part of the space which comprises any other car stall Unit, so long as such intrusion does not materially detract from the use, occupancy, and enjoyment of the Common Areas or the Unit affected.

30. Amendment. Except as provided below, the vote of at least 65% of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Paragraph

for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount rights:

- (a) Until Units representing 70% of the undivided ownership interest in Phase No. 1 of the Project have been sold, Declarant shall have, and is hereby vested with, the right to amend this Declaration or the Record of Survey Map. Such right shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law.
- (b) Until all portions of the Entire Tract are included in the Project, or until the right to enlarge the Project through the addition of Phases terminates, whichever event first occurs, Declarant shall have, and is hereby vested with, the right to amend this Declaration and the Record of Survey Map as may be reasonably necessary or desirable to facilitate the practical, technical, administrative, or functional integration of Phase No. 1 or of any subsequent Phase into the Project.
- (c) As each additional Phase is added to the Project, the Notice of Completion, enabling declaration, and survey map associated with such Phase shall, in the manner detailed in Paragraph 25 of this Declaration, supplement and amend all such instruments relating to all Phases previously included in the Project.
- (d) Declarant shall have the right to amend this Declaration and the Survey Map in the manner described in Paragraph 31 below so as to enlarge the area and add to the improvements included in Phase No. 1 of the Project.
- 31. Additions to and Amendment of Phase No. 1. Declarant is the record owner of the following-described real property situated in Salt Lake County, State of Utah:

Tract A:

BEGINNING at a point which is North 0° 11' 57" West 693 feet along the North-South quarter section line and North 89° 59' 15" West 1681.71 feet from the South quarter corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 36' East 19.00 feet; thence North 89° 59' 15" West 122.72 feet; thence South 0° 36' West 19.00 feet; thence South 89° 59' 15" East 122.72 feet to the point of BEGINNING.

Tract D:

BEGINNING at a point which is North 0° 11' 57" West 693 feet along the North-South quarter section line and North 89° 59' 15" West 1380.15 feet from the South quarter corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0° 36' East 15.10 feet; thence South 89° 59' 15" East 23.20 feet; thence South 0° 36' West 15.10 feet; thence North 89° 59' 15" West 23.20 feet to the point of BEGINNING.

Neither of said Tracts is included in either the Entire Tract or in the Parcel which Article II of this Declaration submits to the terms of the Act. Tract A is located at the Southwest corner of said Parcel and Tract D at the Southeast corner thereof. In the future Declarant may wish to include one or both of said Tracts in Phase No. 1 of the Project.

Accordingly, Declarant hereby reserves the absolute right to amend this Declaration and the Survey Map so as to include Tract A, Tract D, or both in the Entire Tract and in the Parcel associated with Phase No. 1 of the Project and so as to enable the placement or construction on the Tract or Tracts so included of such Common or Limited Common Areas and Facilities as will complement the other improvements contained in Phase No. 1.

In the event such amendment occurs with respect to

Tract A, Declarant shall have the absolute right, but no obligation, to amend this Declaration and the Survey Map so as to add

to the southern end of Building A one home Unit which is substantially identical to one of the home Units theretofore included in

Phase No. 1. In the event amendment occurs with respect to Tract

D, Declarant shall have the absolute right, but no obligation, to

amend this Declaration and the Survey Map so as to add to the

southern end of Building D one home Unit which is substantially

identical to one of the home Units theretofore included in Phase

No. 1. In connection with each of the home Units which is thus

added to Phase No. 1 of the Project, Declarant shall amend this

Declaration and the Survey Map in the following respects:

- (a) So as to make appurtenant to such Unit the exclusive right to use one car stall and one storage room. In accomplishing the same, Declarant shall have the right to transform into a Limited Common Area and Facility:
 (i) one storage room the use of which theretofore was not restricted to but one Unit; and (ii) one car stall or carport which theretofore was a Unit owned by Declarant.
- (b) So as to make the percentage of undivided ownership interest which is appurtenant to each Unit then in the Project what it would have been if the added Unit had been included in Phase No. 1 at the time this Declaration was recorded. The redetermination of undivided ownership interests required by this subparagraph (b) shall be accomplished in accordance with subparagraph (f) of Paragraph 25 of this Declaration.
- (c) So as to accomplish or facilitate the practical, technical, administrative, or functional integration of the additional Unit into Phase No. 1 of the Project.

DOK 3025 PACE 134

(d) So as to make the Survey Map and the provisions of this Declaration in all respects consistent with the addition of the Unit to Phase No. 1.

Notwithstanding any provision of the Act which might be construed to the contrary, the right of amendment provided for in this Paragraph 31 may be exercised without obtaining the vote or consent of any person and shall be limited only as specifically provided herein. Such right of amendment shall terminate 20 years from the date this Declaration is filed for record. Declarant hereby covenants, in favor of each Unit Owner, that each improvement which is made pursuant to or in anticipation of the amendment contemplated by this Paragraph shall be site planned, shall be architecturally compatible with the Project as it previously existed, and shall be constructed in a good and workmanlike manner.

This Paragraph 31 is not intended to create and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon the two tracts of land described herein. Except to the extent specifically indicated, this Paragraph 31 is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting the additions to Phase No. 1 of the Project which are contemplated herein.

32. Effect of Invalidity. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. In the event of the invalidity or ineffectiveness of the scheme established by this Declaration whereby Phases may be added to and merged with the Project as it previously existed, each Phase shall constitute a separate condominium project.

- 33. <u>Interpretation</u>. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. This Declaration shall be liberally construed to effect its purpose. The captions which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.
- laration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

90KJU25 PAUE 136

35. Agent for Service of Process. Alan H. Coombs, whose address is 70 South Ninth East, City and County of Salt Lake, State of Utah, is the person to receive service of process in the cases authorized by the Act. The Management Committee 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 appropriate instrument filed in the Office of the County Recorder of Salt Lake County, State of Utah. Provided, however, that the agent for service of process named in the enabling declaration relating to the Phase most recently added to the Project shall automatically constitute such agent for the Project, and shall automatically replace any agent previously named by the Management Committee or any agent designated in any enabling declaration relating to a previously added Phase.

EXECUTED the day and year first above written.

GEORGETOWN SQUARE, a partnership

By Alan H. Coombs, Partner

STATE OF UTAH)
COUNTY OF SALT LAKE)
On this 14 day of DECEMBER, 1971,
personally appeared before me ALAN H. COOMBS, who duly acknow-
ledged to me that he executed the foregoing Enabling Declaration
as one of the two Partners in GEORGETOWN SQUARE, a partnership.
Notary Public Residing at: 127 Land 119 Commission Expires:
OF UTILITY
STATE OF UTAH)) ss. COUNTY OF SALT LAKE)
On this 14 day of DECEMBER, 1971,
personally appeared before me JOHN L. HARMER, who duly acknow-
ledged to me that he executed the foregoing Enabling Declaration
as one of the two Partners in GEORGETOWN SQUARE, a partnership. Notary Public
Residing at: Sher Lopes City, UTAN/

 $\frac{\text{EXHIBIT A}}{\text{TO}} \\ \\ \underline{\text{ENABLING DECLARATION OF GEORGETOWN SQUARE CONDOMINIUM PROJECT}} \\ \text{(PHASE NO. 1)} \\ \\$

Un <u>it</u> #	Approx. No. of Sq. Ft.	Appurtenant Parking Area	arking Storage			oms Bath	% Ownership
2111* 2112* 2113	980 950 980	L-24 L-38 L-25	S-15 S-1 S-16	5½ 5½ 5½	2 2 2	1½ 1½ 1½	1.987 1.929 1.890
2114	950	L-39	S-2	5½		$1\frac{1}{2}$	1.833
2115 2116	950 970	L-26 L-40	S-17 S-3	5½ 5½	2 2 2 2	$1\frac{1}{2}$ $1\frac{1}{2}$	1.833 1.872
2117 2118 2119	950 970 970	L-27 L-41 L-28	S-18 S-4 S-19	5½ 5½ 5½	2	1½ 1½ 1½ 1½	1.833 1.872 1.872
2120	960 960	L-42	S-5 S-43	5½ 5½ 5½	2 2 2	$1\frac{1}{2}$ $1\frac{1}{2}$	1.852 1.852
2121 2122	960	L-29 L-43	S-6	5½	2	$1\frac{1}{2}$	1.852
2123 2124	970 970	L-30 L-44	S-44 S-7	5½ 5½	2	1½ 1½	1.872 1.872
2125 2126	970 970	L-31 L-45	S-45 S-8	5½ 5½	2 2 2	$1\frac{1}{2}$ $1\frac{1}{2}$	1.872 1.872
2127 2128	950 970	L-32 L-46	S-46 S-9	5½ 5½	2	$1\frac{1}{2}$ $1\frac{1}{2}$	1.833 1.872
2129 2130	950 980	L-33 L-47	S-47 S-10	5½ 5½	2	$1\frac{1}{2}$ $1\frac{1}{2}$	1.833 1.890
2131 2132	980 950	L-34 L-48	S-48 S-11	5½ 5½	2 2	1½ 1½	1.890 1.833
2133 2134 2135	980 950 970	L-35 L-49 L-36	S-49 S-12 S-50	5½ 5½ 5½	2 2	1½ 1½ 1½ 1½	1.890 1.833 1.872
2135 2136 2137*	980 960	L-50 L-37	S-13 S-51	5½ 5½ 5½	2 2 2	$1\frac{1}{2}$ $1\frac{1}{2}$	1.890 1.949
2138*	980	L-51	S-14	5½	2	$1\frac{1}{2}$	1.987

		Appurtenant	Appurtenant	No. of Rooms			
"	Approx. No.	Parking	Storage				%
<u>Unit #</u>	of Sq. Ft.	<u>Area</u>	Room	<u>Total</u>	<u>Bed</u>	<u>Bath</u>	<u>Ownership</u>
3332*	990	L-1	S-20	5½	2	$1^{\frac{1}{2}}$	2.007
3333*	1010	L-13	S-32	5½	2	$1\frac{1}{2}$	2.045
3334	990	L-2	S-21	$5\frac{1}{2}$	2	$1\frac{1}{2}$	1.910
3335	1010	L-14	S-33	5½	2	$\overline{1}_{2}^{2}$	1.949
3336	970	L-3	S-22	5½	2	$\overline{1}_{2}^{2}$	1.872
3337	980	L-15	S-34	5½	2	11/2	1.890
3338	790	L-4	S-23	41/2	$\bar{\overline{1}}$	$1\frac{1}{2}$ $1\frac{1}{2}$	1.524
3339	980	L-16	S-35	51/2	2	$\overline{1}_{2}^{1}$	1.890
3340	1170	L-5	S-24	$6\frac{1}{2}$	3	$\overline{1}_{2}^{1}$	2.256
3341	1000	L-17	S-36	5½	2	11/2	1.929
3342	820	L-6	S-25	41/2	$\bar{1}$	1½ 1½ 1½ 1½	1.582
3343	1010	L-18	S-37	5½		_ ไร้	1.949
3344	1190	L-7	S-26	$6\frac{1}{2}$	2 3	_ 1ร้	2.295
3345	1000	L-19	S-38	5½	2	$\overline{1}_{2}^{1}$	1.929
3346	820	L-8	S-27	$4\frac{1}{2}$	1	1½	1.582
3347	1000	L-20	S-39	5½		$1^{rac{1}{2}}_{rac{1}{2}}$	1.929
3348	1140	L-9	S-28	$6\frac{1}{2}$	2 3 2	$1\frac{1}{2}$	2.198
3349	990	L-21	s - 40	5½	2	$\overline{1}_{2}^{2}$	1.910
3350	790	L-10	S-29	41/2	1	$1\frac{1}{2}$	1.524
3351	990	L-22	S-41	5½	2	$1\frac{1}{2}$	1.910
3352	1180	L-11	S-30	$6\frac{1}{2}$	2	$\overline{1}_{2}^{1}$	2.276
3353*	1000	L-23	S-42	5½	2	$1\frac{1}{2}$	2.026
3354*	990	L-12	S-31	5½	2 2	$1\frac{1}{2}$	2.007
				-		&	
P-1							
thru	150						.058
P-53	(Per Unit)						(Per Unit)
							100.000

^{*} Home Unit located on the end of a building.