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NOV 20 1972 2:40P
Request of GARDON ABSTRACT COMPANY
Fee Paid JERADEAN MARTIN
Recorder Salt Lake County, Utah
\$48.20 By: *R. L. Keen* Deputy
Ref: _____

ENABLING DECLARATION
OF
OAKWOOD GARDENS CONDOMINIUM PROJECT
(PHASE NO. 1)

THIS DECLARATION is made and executed this 17th day of NOVEMBER, 1972, by INTERWEST CORPORATION, a Utah corporation, and OAKWOOD, INC., a Utah corporation (both of which are hereinafter collectively 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 hereinafter more particularly described.
- 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 "Oakwood Gardens Condominium Project."

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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. Declaration shall mean and refer to this Enabling Declaration.

3. Record of Survey Map and Survey Map shall mean and refer to the Record of Survey Map filed herewith, dated the _____ day of _____, 1972, consisting of three (3) sheets, and prepared and certified to by Robert B. Jones, a duly registered Utah Land Surveyor.

4. Management Committee and Committee shall mean and refer to the Management Committee of the Oakwood Gardens Condominium Project.

5. Common Areas and Facilities 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, columns, girders, beams, supports, perimeter walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits constituting a portion of or included in the improvements which comprise a part of the Project.

(e) All installations for and all equipment connected with the furnishing of Project central services such as electricity, gas, water, heat, and air conditioning.

(f) All elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations included within the Project 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. Limited Common Areas and Facilities 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 those parking stalls (whether covered or open) which are not specifically designated as Units, the storage rooms (numbered S-1 through S-37) which are associated with said parking stalls, and the patio or balcony which is associated with each home Unit.

7. Unit shall mean and refer to one of the home Units or one of the parking stalls (whether covered or open) 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, except for the finished surface thereof which is on the interior of a Unit, constitute a part of the Common Areas and Facilities. Such finished surface shall be 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 or partitions which

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are wholly contained within its perimeters and the surfaces of any floors and ceilings 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. Unit Number 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. Unit Owner or Owner 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. Common Expenses 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. Entire Tract shall mean and refer to the following-described tract of land situated in the City and County of Salt Lake, State of Utah, together with all appurtenances thereto:

Beginning at a point on the Easterly line of Donner Way, said point being North 654.97 feet and East 323.22 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 63° 51' East 419.65 feet to the Westerly line of Kennedy Drive; thence South 22° 30' West along said Westerly line 7.567 feet to a point of a 570.00 foot radius curve to the left; thence Southerly along the Westerly line of said Kennedy Drive and arc of said curve 104.458 feet to a point of tangency; thence South 12° 00' West along the Westerly line of said Kennedy Drive 19.79 feet to a point of a 415.00 foot radius curve to the right; thence Southerly along the Westerly line of said Kennedy Drive and arc of said curve 94.16 feet to a point of tangency; thence South 25° 00' West along the Westerly line of said Kennedy Drive 63.52 feet to a point of a 55.00 foot radius curve to the right; thence Southwesterly along the Northwesterly line of said Kennedy Drive and arc of said curve 62.769 feet to a point of tangency; thence North 89° 36' 40" West along the Northerly line of said Kennedy Drive 389.69 feet to a point of intersection with the East line of Donner Way; thence North 0° 23' 20" East along said East line 72.791 feet to a point of a 415.00 foot radius curve to the right; thence Northerly along the Easterly line of said Donner Way and arc of said curve 186.59 feet to a point of tangency; thence North 26° 09' East along the Easterly line of said Donner Way 249.24 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. Declarant is the

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owner of such part and anticipates that in the future it may obtain title to some or all of the remainder of the Entire Tract. Declarant is not, however, the present owner of all of the remainder of the Entire Tract, and claims an interest in said remainder only to the extent revealed by recorded instruments or Declarant's possession. A description of the Entire Tract is set forth in this Declaration solely for purposes of identification. This Declaration is not intended 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. Parcel 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 this Declaration submits to the terms of the Act constitutes a Parcel.

13. Phase shall mean and refer to each separate step in development of the Entire Tract 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

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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. Condominium Project or Project shall mean and refer to the Oakwood Gardens 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 the City and County of Salt Lake, State of Utah:

Beginning at a point on the Easterly line of Donner Way, said point being North 431.25 feet and East 213.38 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 75° 00' East 113.19 feet; thence North 14° 09' East 20.24 feet; thence South 75° 51' East 45.77 feet; thence South 26° 09' West 21.32 feet; thence South 75° 00' East 45.47 feet; thence South 26° 09' West 236.33 feet to the Northerly line of Kennedy Drive; thence North 89° 36' 40" West along said Northerly line 136.955 feet to a point of intersection with the East line of Donner Way; thence North 0° 23' 20" East along said East line 72.791 feet to a point of a 415.00 foot radius curve to the right; thence Northerly along the Easterly line of said Donner Way and arc of said curve 186.59 feet to a point of tangency; thence North 26° 09' East along the Easterly line of said Donner Way 11.25 feet to the point of beginning.

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TOGETHER WITH an Easement over the following-described tract, which Easement was created by an instrument styled "Grant of Easement and Agreement," dated October 12, 1971, recorded in the official records of Salt Lake County, Utah on October 15, 1971 as Entry No. 2415595 in Book 3007, at Page 277 (as amended by a certain "Amendment to Grant of Easement and Agreement"):

Beginning at a point on the North line of Kennedy Drive, said point being North 167.34 feet and East 302.41 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence North 26° 09' East 280.33 feet; thence South 63° 51' East 60.00 feet; thence South 26° 09' West 216.82 feet; thence North 63° 51' West 17.50 feet; thence South 26° 09' West 43.00 feet to the North line of said Kennedy Drive; thence North 89° 36' 40" West along said North line 47.19 feet to the point of beginning.

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. If, pursuant to this reservation, the above-described real property 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; or (b) When the right to add additional Phases to the Project terminates.

THE ABOVE-DESCRIBED TRACTS, EASEMENTS, AND RIGHTS ARE SUBJECT TO the various electric, telephone, and gas line easements or rights-of-way shown on Page 1 of the Record of Survey Map.

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III. COVENANTS, CONDITIONS, AND RESTRICTIONS

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

1. Description of Improvements. 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 (if any), 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 are to be principally constructed of the following materials: Wooden frames with load-bearing walls studded with wood and with non-bearing walls studded with steel; Brick veneer exterior; Wooden truss joist floors and roofs; Roof surfaced with shake shingles; Interior walls surfaced with gypsum sheets.

2. Description and Legal Status of Units. 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 or car stalls. Those car stalls 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 constituting Units shall have the same status as those car stalls comprising 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 approximate area; (c) The number of rooms; (d) Its general location; (e) Those Limited Common Areas and Facilities which are reserved for its use; (f) The approximate area of such Limited Common Areas and Facilities; (g) Its appurtenant percentage of undivided 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, the sum of (i) the approximate floor space actually contained in the Unit and (ii) 25% of the approximate area of all Limited Common Areas and Facilities which appertain to the Unit. With respect to each car stall that constitutes a Unit, such figure is 25% of the approximate square footage actually contained therein. 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. Units in Phase No. 1 are either home Units or car stalls. The former type is intended to be used for residential housing and is restricted to such use. Those car stalls which constitute Units are intended to be used only as vehicle parking spaces and are restricted to such use. No Unit shall be used or occupied in violation of law, so as to create a nuisance or interfere with the rights of any Unit Owner, or in a way which would result in

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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.

7. Minimum Age for Occupancy. No Unit shall be occupied by a child under 12 years of age unless such occupancy occurs in conjunction with a visit lasting less than two weeks. Notwithstanding the foregoing, however, a child born to an occupant of a Unit may remain an occupant of the Project until, but not after, he reaches the age of two years.

8. Condition and Maintenance of Units. Each home Unit above the first floor must have carpeting in all rooms except closets, bathrooms, and the kitchen. The named rooms may, but need not, be carpeted. 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 by following the procedure which is applicable when it believes the proposed price of purchase or occupancy is unreasonable. Notwithstanding any provision of the proposed transaction, in the event the Committee exercises its right under this Paragraph 9 it may transfer the interest concerned to any party reasonably acceptable to it and the Unit Owner.

If the Committee desires itself to enter into the transaction proposed by the Unit Owner, but believes that the proposed price of purchase or occupancy is unreasonable, it shall give the Unit Owner written notice of such facts within seven days after its receipt of the Owner's notice. Upon the giving of 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.

10. Acceptability of Tenants. In the event an 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. Status and General Authority of Committee. 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.

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(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 Oakwood Gardens 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. At all times the Committee shall carry out all of its functions which are capable of delegation through a Project Manager. The Committee must employ a Manager for such purposes, and any Manager retained must be an individual or entity experienced and qualified in the field of condominium project management. The Manager so engaged by the Committee shall be responsible for managing the Project on behalf of the Unit Owners and shall, to the extent permitted by law, 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 Interwest Corporation will enter into a Management Agreement for an initial five-year period which begins on January 1, 1973.

13. Composition of Management Committee. The Committee shall be composed of seven members. At the first regular Owners meeting four Committee members shall be elected for two-year terms and three members for one-year terms. 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 corporate owners 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 March of 1975 the Declarant alone shall be entitled to select three Committee members. Until the first annual meeting of the Owners, the members of the Committee, although numbering less than seven, shall be the following persons and each shall hold the office indicated opposite his name:

Frank D. Sawyer	President
W. LaMonte Robison	Vice President
D. Spencer Nilson	Secretary-Treasurer

In the event a Committee seat which was filled by Declarant becomes vacant, Declarant shall 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 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. Committee Officers and Agents. 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) President. 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) Vice President. The Vice President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. 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) Treasurer. 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.

15. Committee Meetings. A regular meeting of the Committee 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 March, 1973, and on the second Tuesday in March 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 either the Project's office or as specified in the notice 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.

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Special meetings of the Owners may be called by the President, 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 four 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. Capital Improvements. Additions or capital improvements to the Project which cost no more than \$10,000.00 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 required by it. The Committee shall provide for such maintenance 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 not, however, be required to maintain any floor covering on porches or balconies other than the covering which was originally installed. The Committee shall have no obligation regarding maintenance or care of home Units, but shall maintain all car stalls which constitute Units in the same manner that it is required to maintain car stalls comprising a part of the Limited Common Areas and Facilities.

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. Insurance. 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.

(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

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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 any member, officer, or employee of the Committee or of the Manager 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. Damage to Project. 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

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by the Management Committee are not alone sufficient to accomplish restoration, and if the 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 by three MAI appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

23. Consent Equivalent to Vote. 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 Oakwood Gardens Condominium Project.

25. Notice of Completion and Effect. 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 contained in buildings constructed of concrete and having five or more stories, be the sum of (i) 125% of the approximate floor space actually contained in the Unit and (ii) 25% of the approximate area of all Limited Common Areas and Facilities which appertain to the Unit. With respect to all other home Units, such figures shall be the sum of (i) the approximate floor space actually contained in the Unit and (ii) 25% of the approximate area of all Limited Common Areas and Facilities which appertain to the Unit. With respect to all Units (such as car stalls) not intended for extended occupancy by human beings, the weighted figures shall be 25% of the approximate square footage of the Unit.

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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.

27. Description of and Limitations on Contemplated Development. Attached to and recorded in conjunction with the Record of Survey Map (and made a part hereof by this reference) is one sheet of preliminary, general plans prepared by Bush & Gudgell, Inc., Engineers & Surveyors, and entitled "Masterplan of Oakwood Gardens Condominium Project" (hereinafter referred to as the "Plans"). Said Plans indicate the general location and outlines of the more significant improvements to be added to the Project in the event all parts of the Entire Tract ultimately are included in the Oakwood Gardens Condominium Project. The following provides additional information concerning said improvements which ultimately may be added to the Project:

Building I

- (a) Low-rise structure with approximately 3 above-ground levels
- (b) Constructed of wooden frame with brick veneer exterior
- (c) Approximately 15 home Units containing approximately 15,500 square feet

Building II

- (a) Low-rise structure with approximately 3 above-ground levels
- (b) Constructed of wooden frame with brick veneer exterior
- (c) Approximately 12 home Units containing approximately 12,500 square feet

Building III

- (a) High-rise structure with approximately 10 to 14 above-ground levels

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- (b) Constructed of concrete with brick veneer exterior
- (c) Approximately 75 home Units containing approximately 100,000 square feet

Building IV

- (a) High-rise structure with approximately 8 to 12 above-ground levels
- (b) Constructed of concrete with brick veneer exterior
- (c) Approximately 50 home Units containing approximately 67,500 square feet

Building V

- (a) High-rise structure with approximately 6 to 10 above-ground levels
- (b) Constructed of concrete with brick veneer exterior
- (c) Approximately 30 home Units containing approximately 43,000 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 constructed substantially in accordance with the information contained in the Plans and in this Paragraph 27 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.

Notwithstanding anything to the contrary contained in this Declaration, no amendment altering this Paragraph 27, Paragraph 26, the description of the Entire Tract, or the Plans, may occur without the consent of the Declarant and of all persons who are Unit Owners at the time of amendment.

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28. No Obligation to Develop. Except to the extent specifically indicated herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) The submission of any portion of the Entire Tract to the provisions of the Act as a Parcel or Parcels; (b) The creation, construction, or addition to the Project of any Phase or Phases; (c) The carrying out in any particular way or within any particular time of any development which may be undertaken; or (d) The taking of any particular action with respect to the Entire Tract, the Project, any Parcel, or any Phase.

29. Alteration in Unit Sizes. Phase No. 1 of the Project will not be completed until after the date on which this Declaration is filed, and a Unit Owner may desire to obtain for inclusion in his Unit, prior to its completion, a portion of or all of a contiguous Unit. Accordingly, so long as the state of construction of both Units concerned permits, any or all of a Unit which is contiguous to another Unit may be sold or conveyed to the Owner of such other Unit for inclusion therein. Provided, however:

(a) A determination in accordance with the method described in Paragraph 5 of this Declaration shall be made of the percentage of undivided ownership interest which would relate to the Units as altered in size. The difference between the original and the redetermined percentage of undivided interest relating to the Unit which is made smaller or eliminated by the transfer shall automatically accompany the transfer.

(b) The Declarant shall amend this Declaration and the Record of Survey Map to reflect the changes, including a change in the undivided ownership interests which are appurtenant to the Units involved, occasioned by the transfer. Such amendments must be consented to by all persons holding interests in the Units affected. Notwithstanding any provision of the Act to the contrary, the consent of no other parties need be obtained to make such amendments valid.

(c) The Owners of the Units concerned shall bear the entire cost necessary to effect the amendments described in the foregoing subparagraph (b).

As is indicated in the Survey Map and in Exhibit A attached hereto, Phase No. 1 of the Project contains or shall contain Unit Numbers 1007, 1027, and P-1 through P-18, all of which are car stalls. As appears more fully in Article II hereof and in the Survey Map, Unit Nos. P-1 through P-18 are situated on an Easement which was created by a certain "Grant of Easement and Agreement" and amendment thereto. In addition to providing the horizontal dimensions of Unit Numbers 1007, 1027, and P-1 through P-18, the Survey Map shows the vertical dimensions thereof. Upon completion of Phase No. 1, Unit Numbers 1007 and 1027 will be covered. The construction of Phase No. 1 of the Project will not, however, result either in the lateral enclosure of said Unit Numbers 1007 and 1027 or in any enclosure or covering of Unit Numbers P-1 through P-18, and Declarant shall have no obligation to accomplish any such enclosure or covering. Development of

an additional Phase may result in one or more of Unit Numbers P-1 through P-18 becoming covered or enclosed. Accordingly, the following provisions shall apply to each of said Units:

(i) Declarant shall have the right to interfere with the use, occupancy, or enjoyment of each of Unit Numbers P-1 through P-18 in connection with the development of any additional Phase which includes the tract affected by the above-mentioned Easement.

(ii) Any improvement which is constructed in connection with such additional Phase may permanently intrude upon any part of the space which comprises any of Unit Numbers P-1 through P-18, so long as such intrusion does not materially detract from the use, occupancy, and enjoyment of the Unit affected.

(iii) The foregoing subparagraphs (i) and (ii) shall apply whether or not such additional Phase becomes a part of the Project.

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.

31. 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.

32. Interpretation. 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.

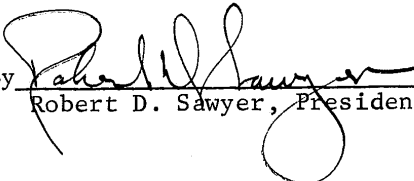
33. Covenants to Run with Land; Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest 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.

34. Agent for Service of Process. Interwest Corporation, a Utah corporation which has as its place of business 875

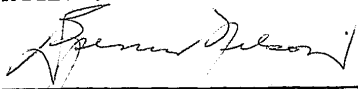
Donner Way, City and County of Salt Lake, State of Utah, is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and its address shall 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.

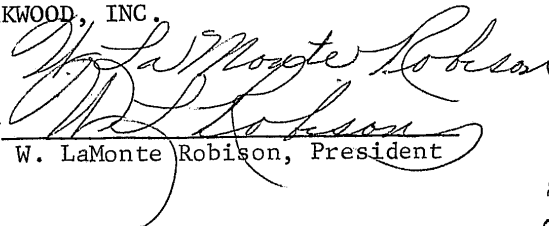
INTERWEST CORPORATION

By 
Robert D. Sawyer, President

ATTEST:


D. Spencer Nilson, Secretary

OAKWOOD, INC.

By 
W. LaMonte Robison, President

ATTEST:


Secretary

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

On this 17th day of November, 1972, personally appeared before me ROBERT D. SAWYER and D. SPENCER NILSON, who being by me duly sworn, did say that they are the President and Secretary, respectively, of INTERWEST CORPORATION, a Utah corporation, and that the foregoing Declaration was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Robert D. Sawyer and D. Spencer Nilson acknowledged to me that said corporation executed the same.

Carolyne Gustor
Notary Public
Residing at: Salt Lake City Utah

My Commission Expires:

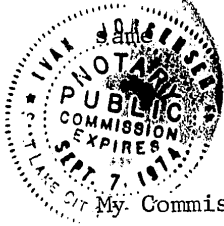
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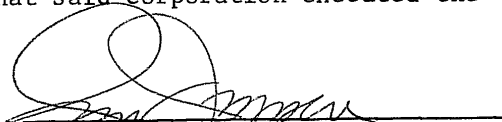


STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 17th day of November, 1972, personally appeared before me W. LaMONTE ROBISON and JOHN W. GILLMAN who being by me duly sworn, did say that they are the President and Secretary, respectively, of OAKWOOD, INC., a Utah corporation, and that the foregoing Declaration was signed on behalf of said

corporation by authority of its Bylaws or a resolution of its Board of Directors, and said W. LaMonte Robison and John W. Gillman acknowledged to me that said corporation executed the




Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
September 7, 1974

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EXHIBIT A

ENABLING DECLARATION OF OAKWOOD GARDENS CONDOMINIUM PROJECT

(PHASE NO. 1)

<u>Unit #</u>	<u>Approx. No. of Sq. Ft.</u>	<u>Approx. Area of Patio or Balcony</u>	<u>Appur-tenant Car Stall*</u>	<u>Appur-tenant Storage Area*</u>	<u>Floor Location</u>	<u>No. of Rooms</u>			<u>% Ownership</u>
						<u>Total</u>	<u>Bed</u>	<u>Bath</u>	
A101	1400	65	1016	S-14	1st	5	2	2	3.038
A102	700	50	1008	S-11	1st	3	1	1	1.583
A103	700	50	1014	S-24	1st	3	1	1	1.583
A104	1400	65	1010	S-17	1st	5	2	2	3.038
B105	1400	65	1002	S-2	1st	5	2	2	3.038
B106	700	50	1001	S-21	1st	3	1	1	1.583
B107	700	50	1026	S-20	1st	3	1	1	1.583
B108	1400	65	1005	S-1	1st	5	2	2	3.038
C109	1400	65	1031	S-34	1st	5	2	2	3.038
C111	1400	65	1020	S-10	1st	5	2	2	3.038
C113	1400	65	1032	S-33	1st	5	2	2	3.038
A201	1400	65	1015	S-25	2nd	5	2	2	3.038
A202	700	50	1019	S-13	2nd	3	1	1	1.583
A203	700	50	1018	S-12	2nd	3	1	1	1.583
A204	1400	65	1011	S-18	2nd	5	2	2	3.038
B205	1400	65	1035	S-7	2nd	5	2	2	3.038
B206	700	50	1036	S-23	2nd	3	1	1	1.583
B207	700	50	1037	S-22	2nd	3	1	1	1.583
B208	1400	65	1034	S-31	2nd	5	2	2	3.038
C209	1400	65	1029	S-36	2nd	5	2	2	3.038
C211	1400	65	1021	S-9	2nd	5	2	2	3.038
C213	1400	65	1030	S-35	2nd	5	2	2	3.038
A301	2200	65	1017	S-28	3rd	6	3	2	4.690
A302	1100	50	1013	S-27	3rd	4	1	1 1/2	2.410
A303	1100	50	1012	S-26	3rd	4	1	1 1/2	2.410
A304	2200	65	1009	S-15	3rd	6	3	2	4.690
B305	2200	65	1004	S-3	3rd	6	3	2	4.690
B306	1100	50	1006	S-8	3rd	4	1	1 1/2	2.410
B307	1100	50	1003	S-4	3rd	4	1	1 1/2	2.410
B308	2200	65	1033	S-32	3rd	6	3	2	4.690
C309	1100	50	1022	S-5	3rd	4	1	1 1/2	2.410
C310	1100	50	1023	S-16	3rd	4	1	1 1/2	2.410
C311	1100	50	1024	S-6	3rd	4	1	1 1/2	2.410
C312	1100	50	1025	S-19	3rd	4	1	1 1/2	2.410
C313	2200	65	1028	S-37	3rd	6	3	2	4.690
1007	200	--	--	S-29					0.110
1027	200	--	--	S-30					0.110
P-1	200								0.103
thru	(Per								(Per Unit)
P-18	Unit)								
									100.000

* Approximate area of all Car Stalls constituting Limited Common Areas and Facilities is 200 square feet.
 * Approximate area of all Storage Areas is 15 square feet.