Fee Paid JERADEAN MARTIN Recorder, Salt Lake County, Utah

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After recording please return to: Gregory P. Williams Van Cott, Bagley, Cornwall & McCarthy

Suite 300, 141 East First South Salt Lake City, Utah

2664971

ENABLING DECLARATION

Deputy

OF

GEORGETOWN SQUARE CONDOMINIUM PROJECT

(PHASE NO. 2)

THIS DECLARATION is made and executed this November, 1974, 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:

- 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 (Phase No. 2)."
- 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. On December 15, 1971, Declarant created Phase No. 1 of the Project by filing for record in the office of the County Recorder of Salt Lake County, Utah, an instrument entitled "Enabling Declaration of Georgetown Square Condominium Project (Phase No. 1)" and an instrument styled "Record of Survey Map of Phase No. 1 of Georgetown Square Condominium Project." Said Enabling Declaration was recorded as Entry No. 2426659 in Book 3025, Pages 99-140. Said Map was recorded as Entry No. 2426660 in Book KK, Page 43.
- F. On December 10, 1973, Declarant filed for record in the office of the County Recorder of Salt Lake County, Utah, an instrument entitled "Amendment to Enabling Declaration of Georgetown Square Condominium Project (Phase No. 1)" and an instrument styled "Amended Record of Survey Map of Phase No. 1 of Georgetown Square Condominium Project." Said Amendment to Enabling Declaration was recorded as Entry No. 2587073 in Book 3473, Pages 147-153. Said Amended Record of Survey Map was recorded as Entry No. 2587072 in Book 73-12, Page 113.
- G. The Enabling Declaration relating to Phase No. 1 anticipated that the Condominium Project created thereby would be but the first Phase of a larger Project which ultimately

might come into existence. Accordingly, in said Enabling Declaration, Declarant reserved the right to include each additional Phase as part of one Project consisting of all Phases which may be completed at any given time.

- H. The Enabling Declaration relating to Phase No. 1, as amended, described an Entire Tract upon which any subsequent Phases that might be merged with Phase No. 1 to form a larger Project could be constructed. A seven-foot-wide strip originally included in the Entire Tract, which strip adjoins the Parcel described in Article II on the north of said Parcel, will be required by Salt Lake County in connection with the improvement of 3300 South Street. The Parcel described in Article II, therefore, constitutes the balance of the Entire Tract available for development as a Phase of the Project.
- I. The Condominium Project created by this Declaration and the Survey Map recorded herewith constitutes the second and final Phase of the Georgetown Square Condominium Project. Consistent with the expectations set forth in the Enabling Declaration relating to Phase No. 1 of the Project, it is anticipated that upon fulfillment of the necessary conditions Declarant will desire that Phase No. 2 be added to and merged with Phase No. 1. Accordingly, Declarant wishes to reaffirm and reserve the right to include Phase No. 2 as part of a single Project, consisting of Phase No. 1 and Phase No. 2.

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

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.
- 3. Record of Survey Map and Survey Map shall mean and refer to the Record of Survey Map filed herewith, dated the <u>lst</u> day of <u>November</u>, 1974, consisting of <u>two</u> (<u>2</u>) sheets, and prepared and certified to by C. J. Schuchert, a duly registered Utah Land Surveyor.
- 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) The pool and clubhouse shown on the Survey Map.
- $\mbox{\em (d)}$ All Limited Common Areas and Facilities.
- (e) All foundations, 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.
- (f) All installations for and all equipment connected with the furnishing of Project central services such as gas, water, heat, and air conditioning.
- (g) All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.
- (h) All portions of the Project not specifically included within the individual Units.
- (i) 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 some of the parking stalls and carports which are included within the Project, and the patio and/or balcony associated with certain home Units.
- 7. <u>Unit</u> shall mean and refer to one of the home Units or one of the open parking stalls 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. Common Expenses shall mean and refer to all sums

11. Entire Tract 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 1356.95 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 217.84 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 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 324.76 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 not the 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 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.
- 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 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. 2--of the Condominium Project.
- 14. <u>Phase No. 1</u> shall mean and refer to that portion of the Project which was created by: (i) an instrument entitled

"Enabling Declaration of Georgetown Square Condominium Project (Phase No. 1)," recorded December 15, 1971, as Entry No. 2426659 in Book 3025, Pages 99-140, of the records of Salt Lake County, Utah, as amended by an instrument entitled "Amendment to Enabling Declaration of Georgetown Square Condominium Project (Phase No. 1)," recorded December 10, 1973, as Entry No. 2587073 in Book 3473, Pages 147-153 of said records; and (ii) an instrument styled "Record of Survey Map of Phase No. 1 of Georgetown Square Condominium Project," recorded December 15, 1971, as Entry No. 2426660 in Book KK, Page 43 of said records, as amended by an instrument styled "Amended Record of Survey Map of Phase No. 1 of Georgetown Square Condominium Project," recorded December 10, 1973, as Entry No. 2587072, in Book 73-12, Page 113 of said records.

15. Unless the context hereof requires that a different meaning be ascribed thereto: (i) Until such time as the Notice of Completion referred to in Paragraph 25 of Article III hereof is recorded, the term Condominium Project or Project whenever used in this Declaration shall mean and refer to Phase No. 2 of the Georgetown Square Condominium Project; and (ii) After the recordation of said Notice of Completion, the term Condominium Project or Project whenever used in this Declaration shall mean and refer to Phase No. 1 and Phase No. 2 taken together.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act,

as the Parcel associated with Phase No. 2 of the Project, the following-described real property situated in Salt Lake County, State of Utah:

Beginning at a point on the Northerly line of Georgetown Square Condominium Project (Phase No. 1) said point being North 0°11'57" West along the North-South one quarter section line 910.847 feet and North 89°59'15" West 1503.066 feet from the South one quarter corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian; running thence along said Northerly line North 89°59'15" West 187.32 feet to the Easterly line of said Georgetown Square Condominium Project (Phase No. 1); thence along said Easterly line North 0°36' East 194.18 feet to the South line of 3300 South Street; thence along said South line South 89°59'15" East 187.32 feet; thence South 0°36' West 194.18 feet to the point of beginning.

TOGETHER WITH such easements and rights of way over and across the Common Areas and Facilities of Phase No. 1 as may be reasonable under the circumstances to permit access to and from and the full use and enjoyment of the Parcel associated with Phase No. 2 and the improvements constructed thereon, and to permit access to and from the Project and the full use and enjoyment of the Parcels associated therewith in the event a merger of Phase No. 1 and Phase No. 2 occurs.

THE FOREGOING SUBMISSION IS SUBJECT TO: all patent reservations and exclusions; all instruments of record which affect the above described Parcel or any portion thereof; all visible easements and rights of way; all easements and rights of way of record; an easement for each and every pipe, line, wire, cable, utility line or similar facility which traverses or partially occupies the above-described Parcel at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, wires, cables, utility lines or similar facilities.

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. 2 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 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, composed of concrete; Second floors 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. 2 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. 2 are either home Units or open car stalls. Those car stalls which constitute Units shall, for all purposes except maintenance and except as otherwise specifically pro-

vided 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 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. 2: (a) The Unit Number; (b) Its approximate area; (c) Those Limited Common Areas and Facilities having a numerical or letter designation which are reserved for use by the Unit (for home Units); (d) 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. 2 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 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 included within the Project at any given time.
- 6. Permissible Use of Units and Common Areas. Those home Units in Phase No. 2 are intended to be used for single family residential housing and are 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, occupied, or altered in violation of law, so as to detract from the appearance or value of any other 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 (6) 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 (1) 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 ten (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 (7) 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 (7) 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.

- a home Unit plans to allow someone other than a member of his immediate family to occupy his Unit, such Owner shall, at least ten (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 (3) 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.
- (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 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 trans-actions 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. Any agreement for professional management of the Project shall provide that the contract can be terminated for cause on not more than ninety (90) days' written notice and shall not be for a term

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exceeding three (3) years.

13. Composition of Management Committee. The Committee shall be composed of three (3) 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 1975 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 Carla Coombs Ken 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

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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) <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) $\underline{\text{Vice President}}$. The Vice President shall have all the powers of the President in the event of the latter's absence or inability to act.
 - (c) <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,
 1975, 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

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 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 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 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. <u>Payment of Expenses</u>. 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. Provision must be made in such budget for the maintenance of an adequate reserve fund for the replacement of the Common Areas and Facilities. total of such Common 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 merger of Phase No. 1 and Phase No. 2, 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. the event the reserve fund for the replacement of Common Areas and Facilities is insufficient to provide for necessary replacement, special assessments may be levied against the Unit Owners.

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 (including the holders of mortgages and trust deeds) 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 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

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, and the insurance proceeds for any losses to Project property shall not be used for any purpose other than the repair, replacement, or reconstruction of the damaged or destroyed Project property. 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. 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. Merger of Phases. Declarant hereby reserves the absolute right to merge Phase No. 2 into and with Phase No. 1 of the Project. 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. Phase No. 2 shall be added to and merged with Phase No. 1 at such time as all of the following conditions have been met: (a) This Declaration and the Record of Survey Map have been properly recorded in the official records of Salt Lake County, Utah; (b) All of the improvements to be constructed in connection with Phase No. 2 have been substantially completed; and (c) A Notice of Completion complying with the provisions of Paragraph 25 has been recorded. After all of the described conditions have occurred, Phase No. 2 and Phase No. 1 shall for all purposes constitute but constituent parts of a single Project known simply as the Georgetown Square Condominium Project. Until a Notice of Completion is recorded with respect to Phase No. 2, said Phase shall for all purposes constitute a condominium project distinct from Phase No. 1.

- 25. <u>Notice of Completion and Effect</u>. The Notice of Completion associated with Phase No. 2 shall be executed by Declarant, shall be in recordable form, and shall contain the following material:
 - (a) A description of the Parcel connected with Phase No. 2.
 - (b) A description of the Entire Tract.
 - (c) A statement that the Declaration and Record of Survey Map associated with Phase No. 2 have been recorded.
 - (d) Data sufficient to identify said Declaration and Record of Survey Map.
 - (e) A verification by Declarant that all the improvements connected with Phase No. 2 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 merger of Phase No. 1 and Phase No. 2, which interests shall be those identified on Schedule B attached hereto and made a part hereof. Each of such percentages set forth on Schedule B is 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 contained in the two Phases. Such weighted figure is, with respect to all home Units located on the end of a building, 105% of the approximate floor space contained in the Unit. With respect to all other home Units, such figures are 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 are 20% of the approximate square footage of the Unit.

Upon the recordation of such Notice of Completion: (i)
The revised schedule of undivided interests contained therein
shall automatically become effective for all purposes and shall
completely supersede both the schedule which is contained in

Exhibit "A" attached hereto and the schedule which is contained in Exhibit "A" to the Amendment to Enabling Declaration of Georgetown Square Condominium Project (Phase No. 1); (ii) This Declaration and the Record of Survey Map recorded herewith shall automatically supplement the enabling declaration, as amended, and record of survey map, as amended, associated with Phase No. 1, and at all times thereafter said two enabling declarations and survey maps 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 this Declaration and the Record of Survey Map recorded herewith shall control; (iii) The Phase No. 1 Management Committee shall automatically and immediately be dissolved and cease to have any power, authority, or function; (iv) The Phase No. 2 Management Committee shall automatically and immediately become the Management Committee for the entire Project and thereafter shall be vested with and entitled to exercise all the power and authority, and shall perform all the functions, which previously related to Phase No. 1 or Phase No. 2.

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 merger of Phase No. 1 and Phase No. 2

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.

- Development. The only portions of the Entire Tract which may be included in the Project are the Parcels associated with Phase No. 1 as amended, and Phase No. 2. The improvements which may be included in the Project consist of those improvements described in this Declaration and the Survey Map recorded herewith and in the enabling declaration, as amended, and record of survey map, as amended, associated with Phase No. 1. Use of all Common Areas and Facilities shall be open to all Owners and tenants of Owners, subject only to such rules, regulations, limitations, and restrictions as such Common Areas and Facilities may be subject to hereunder or under the enabling declaration, as amended, relating to Phase No. 1. The right to enlarge the Project through the merger of Phase No. 1 and Phase No. 2 shall be limited as follows:
 - (i) The improvements and Parcels included in the Project as expanded shall be as set forth in the foregoing portion of this Paragraph 27.
 - (ii) Enlargement of the Project may occur only through a merger of Phase No. 1 and Phase No.

2 which is accomplished on or before seven years from the date the Phase No. 1 enabling declaration was recorded.

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 the Amendment.

- 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. <u>Configuration of Car Stall Units</u>. As appears more fully in the Survey Map and Exhibit A to this Declaration, the Project contains a number of open car stalls which constitute Units (Numbers P-54 through P-61). 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. The open car stalls which constitute Units may be covered by the owner or owners thereof so long as: (a) such covering occurs in conjunction with the covering of all of said 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. 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. 2

of the Project have been sold, or until recordation of the Notice of Completion referred to in Paragraph 25 above, whichever first occurs, 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 recordation of the Notice of Completion referred to in Paragraph 25 above, or until the right to merge Phase No. 1 and Phase No. 2 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 and Phase No. 2.
- (c) Upon the merger of Phase No. 1 and Phase No. 2 the Notice of Completion accomplishing such merger, and the enabling declaration and survey map associated with Phase No. 2 shall, in the manner detailed in Paragraph 25 of this Declaration, supplement and amend the enabling declaration and record of survey map relating to Phase No. 1.
- 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 Phase No. 1 and Phase No. 2 may be added to one another and merged so

- 32. <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.
- 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 pro-

vision of this Declaration.

- 34. 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.
- 35. <u>Mortgage Protection</u>. Notwithstanding any other provisions contained in this Declaration:
 - (a) In the event an Owner neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration, the Committee shall give written notice of such fact to the holder of any first mortgage (or trust deed) covering such Owner's Unit.
 - (b) The provisions of Paragraphs 9 and 10 of this Declaration shall not apply to any transfer, sale, lease, or agreement for occupancy which occurs as a result of a mortgagee's exercise of its rights under a first mortgage (or trust deed) affecting a Unit, whether through foreclosure, exercise of a power of sale available thereunder, deed or assignment in lieu of foreclosure, or otherwise. In the event a mortgagee becomes the Owner of a Unit as a result of its exercise of such rights, the provisions of said Paragraphs 9 and 10 shall not apply to such mortgagee's subsequent transfer, sale, lease, or agreement for occupancy respecting the Unit.

- (c) The Lien for unpaid Common Expense assessments provided for under this Declaration and by the Act shall be subordinate to any first mortgage (or trust deed) affecting a Unit, but only to the extent of assessments which become due prior to the mortgagee's coming into possession of the Unit pursuant to the remedies provided for in such mortgage, foreclosure of the mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.
- (d) Unless at least 75% of the holders of first mortgages (or trust deeds) on the individual Units (based on one vote for each Mortgage owned) have given their prior written approval, neither the Committee nor any other party shall be entitled to:
 - (i) by act or omission seek to abandon or terminate the condominium status of the Project (except as provided in this Declaration and in the Act in cases of destruction of or substantial damage to the Project).
 - (ii) change the pro rata interest or obligations of any Unit for purposes of levying Common Expense assessments and charges, and determining shares of the Common Areas and Facilities and proceeds of the Project (except as permitted by Paragraph No. 25 hereof).
 - (iii) partition or subdivide any Unit.
 - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Project shall not be deemed a transfer within the meaning of this clause.
- (e) The holders of first mortgages (or trust deeds) shall have the right to examine the books and records of the Project.

- (g) Nothing herein contained shall be deemed or construed to grant a Unit Owner or any other party priority over the rights of holders of first mortgages (or trust deeds) under such mortgages (or trust deeds) in the case of a distribution to Owners of insurance proceeds or of condemnation awards for losses to or the taking of any part of the Project.
- (h) In the event there is any loss to or taking of any part of the Common Areas and Facilities of the Project, which loss or taking exceeds \$10,000.00, the Committee shall give written notice of such fact to the holders of first mortgages and trust deeds affecting the Units in the Project.

The provisions of this Paragraph 35 shall apply to Phase No. 1 as well as Phase No. 2 in the event a merger between such Phases occurs as is contemplated herein.

EXECUTED the day and year first above written.

GEORGETOWN SQUARE, a partnership

By Clan // Co-orabi
Alan H. Coombs, Partner

STATE OF UTAH
) ss.

COUNTY OF

On this / 5^t day of Movember, 1974, personally appeared before me ALAN H. COOMBS, who duly acknowledged

to me that he executed the foregoing Enabling Declaration as one of the two Partners in GEORGETOWN SQUARE, a partnership. /

Notary Pul

Commission Expires:

3-15-78

ENABLING DECLARATION OF GEORGETOWN SQUARE CONDOMINIUM PROJECT

(PHASE NO. 2)

Unit No.	Approx. No. of Sq. Ft.	Appurtenant Parking <u>Area(s)</u>	% <u>Ownership</u>
2139*	980	L-63, L-64	6.880
2140*	960	L-53, L-54	6.746
2141	980	L-65, L-66	6.546
2142	950	L-55, L-62	6.346
2143	960	L-67	6.413
2144	960	L-56, L-57	6.413
2145	980	L-68	6.546
2146	960	L-58, L-59	6.413
2147	980	L-69, L-70	6.546
2148	970	L-60, L-61	6.479
2149	980	L-71, L-72	6.546
2150	980	L-73	6.546
2151	980	L-74	6.546
2152	980	L-75, L-76	6.546
2153*	980	L-77, L-78	6.880
P-54			
thru			
P-61	150 (Per Unit)		.201 (Per Unit)

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

SCHEDULE B

<u>TO</u>

ENABLING DECLARATION

 $\underline{\mathtt{OF}}$

GEORGETOWN SQUARE CONDOMINIUM PROJECT

(Phase No. 2)

<u>Unit</u>		% Ownership	<u>Unit</u>	% Ownership
2111* 2113 2115 2117 2119 2121 2123 2125 2127 2129 2131 2133 2135 2137* 2139* 2141 2143 2145		1.520 1.445 1.401 1.431 1.416 1.431 1.431 1.401 1.401 1.445 1.445 1.445 1.445 1.445 1.489 1.520 1.445 1.445 1.445	2112* 2114 2116 2118 2120 2122 2124 2126 2128 2130 2132 2134 2136 2138* 2140* 2142 2144 2146	1.475 1.401 1.431 1.431 1.416 1.416 1.431 1.431 1.431 1.445 1.401 1.401 1.445 1.520 1.489 1.401 1.416
P-1 P-52	thru thru	P-50 P-61	.044	(Per Unit)

 $[\]boldsymbol{\ast}$ Home Unit located on the end of a building.