

3502893

AMENDED

WHEN RECORDED  
MAIL TO:  
Alta Title  
202 W 400 S  
SLC, Utah  
84101

SCOTTBROOK CONDOMINIUM  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter called "Declaration" and the By-Laws, which are attached hereto as Appendix "B" and made a part hereof, are made and executed in Salt Lake County, Utah, this 6th day of September 1979, by Scottbrook Corporation, a Utah corporation, hereinafter referred to as "Declarant" for itself and its successors, grantees and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq. 1953 (as amended), hereinafter referred to as "Condominium Ownership Act."

WITNESSETH:

WHEREAS, Declarant is the owner of certain land located in Salt Lake County, Utah, hereinafter referred to as the "land" and more particularly described in EXHIBIT "A" of this Declaration which is attached hereto and made a part hereof; and

WHEREAS, ten residential buildings consisting of a total of ten residential two-bedroom condominium units and ten residential three-bedroom condominium units and other improvements upon the aforesaid premises have been constructed in accordance with the plans and drawings set forth in the REcord of Survey Map attached hereto and filed concurrently herewith, consisting of two sheets prepared and certified by CHARLES W. HATHAWAY a duly registered Utah Land Surveyor; and

WHEREAS, Declarant desires, by filing this Declaration and the aforesaid Record of Survey Map, to submit the above-described real property and the said buildings and other

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improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as SCOTTBROOK CONDOMINIUM; and

WHEREAS, Declarant desires and intends to sell the fee title to the individual units contained in said condominium project, together with an undivided ownership interest in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends, by filing this Declaration and the Record of Survey Map, to submit the property to the provisions of the aforesaid act as a condominium property and to impose upon said property mutually beneficial restrictions for the benefit of said property and the owners thereof; and

WHEREAS, the Declarant intends to develop the above condominium project consisting of twenty residential units and to subject the entire property and units as so developed as one condominium project by the filing of a Declaration to accomplish that purpose.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration containing covenants, conditions and restrictions relating to this condominium project which, pursuant to the provisions of Utah Code Annotated, Section 57-8-10, 1953 (as amended), shall be enforceable equitable servitudes where reasonable and shall run with the land.

1. NAME OF CONDOMINIUM PROPERTY. The name by which the condominium property shall be known is "SCOTTBROOK CONDOMINIUM."

2. DEFINITIONS. The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and

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shall apply to this Declaration and the By-Laws as follows:

A. "Declarant" shall mean Trend West Corporation, a Utah corporation, which has made and executed this Declaration.

B. The term "Act" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et seq., 1953 (as amended).

C. The term "condominium" shall mean and refer to the ownership of a single unit in this condominium project, together with an undivided interest in the common areas and facilities of the property.

D. The term "Declaration" shall mean and refer to this instrument by which the SCOTTBROOK CONDOMINIUM project is established.

E. The term "property" shall mean and include the land, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property for use in connection therewith.

F. The term "condominium project" or "project" shall mean and refer to the entire real estate condominium project referred to in this Declaration.

G. The term "Map" shall mean and refer to the Record of Survey Map of the Scottbrook Condominium, recorded herewith by Declarant in accordance with Utah Code Annotated, Section 57-8-13, 1953 (as amended), and attached hereto.

H. The term "unit" shall mean one of the residential units designated on the Record of Survey Map attached hereto. Horizontally each unit consists of the area measured horizontally from the unit side of the exterior walls of the building to the unit side of

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the walls and partitions separating such unit from other units, and where plaster or sheetrock partitions separate such unit from other units, to the centerline of the plaster or sheetrock on the other side of such plaster or sheetrock partitions facing such unit. Vertically each unit consists of the space between the top of the floor to the underside of the ceiling. 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.

I. The term "unit owner" shall mean and refer to the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in this Declaration, which shall include the original purchasers and any other person who may subsequently acquire a unit.

J. The term "association of unit owners" shall mean and refer to all of the unit owners acting as a group in accordance with the Act, the Declaration and the By-Laws.

K. The term "unit number" shall mean and refer to the number designating the unit in the Declaration and in the Record of Survey Map.

L. The terms "majority" or "majority of unit owners" shall mean the owners of more than fifty (50%) percent of an undivided interest in the common areas and facilities.

M. The term "Management Committee" shall mean and refer to a committee composed of persons duly elected thereto by the association of unit owners, as provided by this Declaration or the Act in accordance with the

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By-Laws attached hereto as Appendix "B". Said committee is charged with and shall have the responsibility and authority to make and enforce all of the reasonable rules and regulations pertaining to the operation and maintenance of the property.

N. The term "Manager" shall mean and refer to one person, persons, corporation or other entity selected by the Management Committee to manage the affairs of the condominium project.

O. The term "common areas" refers to and consists of the entire condominium project, including all parts of the building other than the units and including, with limitation, the following:

(1) The land on which the buildings are erected;

(2) All foundations, columns, girders, beams and supports;

(3) All exterior walls of the buildings not including the portions thereof on the unit side of such walls;

(4) Roofs and entrances to the exits from the building;

(5) Yards, gardens, recreational or common facilities, vaults and other areas used on connection therewith, parking and driveway areas and storage spaces;

(6) All central and appurtenant installations for services, such as power, light, telephone, gas, hot and cold water, heat, refrigeration and air conditioning (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in common areas or

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in units) and all other mechanical equipment spaces;

- (7) All sewer pipes;
- (8) All storage spaces and carports; and
- (9) All other parts of the condominium.

P. The term "common expense" shall mean and refer to all expenses of administration, maintenance, repair or replacement of the common areas and facilities, to all items, things and sums described in the Act which are lawfully assessed against the unit owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules and regulations pertaining to the condominium project as the association unit owners or the Management Committee may from time to time adopt, and such determinations and agreements lawfully made or entered into by the Management Committee.

Q. The term "limited common area and facilities" shall mean and refer to those common areas and facilities designated in the Declaration and the map as reserved for use of a certain unit or units to the exclusion of the other units.

R. The term "reconstruction of the building(s)" shall mean restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

S. Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby

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incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

3. DESCRIPTION OF PROPERTY.

A. Description of Land:

The tract of land located in Salt Lake County, Utah, as is more fully described in Appendix "A".

The buildings consist of ten residential buildings with a total of twenty residential units. There are twenty carports or garages.

The residential buildings are constructed on concrete foundations. Exterior walls are of brick and frame; interior are of wooden studs and dry-wall plaster. The floors are concrete or wood. The units are supplied with gas and electricity.

The parking spaces are of asphalt, steel and frame construction.

All other detail involving the respective descriptions and locations of the buildings and a statement of the number of units and the like details are set forth in the Record of Survey Map, which is filed with this Declaration and made a part hereof.

B. Description of Units:

(1) Annexed hereto and made a part hereof is a Record of Survey Map certified by MERIDIAN ENGINEERING AND SURVEYING, INC.

and

filed with the Salt Lake County Recorder's office simultaneously with the recording of this document, which map depicts each unit location, each unit's approximate area, the number of rooms and

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the common areas to which each unit has immediate access.

(2) Each residential unit shall consist of:

(a) The space enclosed within the undecorated interior surface of its perimeter walls, floors, and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane and the projections thereof) projected, where appropriate, to form a complete enclosure of space, including any pipes, ducts, wires, conduits or structural divisions, such as interior walls or partitions which may intervene.

(b) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors and ceilings, including, without limitation, paint, lacquer, varnish, wallpaper, tile, carpeting and paneling.

(c) Non-supporting interior walls.

(d) Windows and doors in the perimeter walls, whether located within the bounds of a unit or not, but not including any space occupied thereby to the extent located outside the bounds of the units.

Each unit has immediate access to the common areas and facilities. Any contract for the sale of a unit and any other instrument affecting title to a unit may describe that unit by its identifying number or symbol as designated in the map or maps with the appropriate reference to the maps(s) and to this Declaration, as each unit shall appear on the record of the County

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Recorder of Salt Lake County, Utah, in substantially the following fashion:

Unit \_\_\_\_\_, as shown on the Records of Survey Map for Scottbrook Condominium, appearing in the records of the County Recorder of Salt Lake County, State of Utah, in Book \_\_\_\_\_ at Page \_\_\_\_\_, of Plats, and as defined and described in the Declaration of Condominium appearing in such records, in Book \_\_\_\_\_, Page \_\_\_\_\_, of Records, together with \_\_\_\_\_ percent of the undivided interest in the common area and facilities of Scottbrook Condominium.

Such description will be construed to describe the unit, together with the appurtenant undivided interest in the common areas and facilities and to incorporate all of the rights incident to ownership of a unit and all appurtenant undivided interest and all rights and limitations arising as a result of any amendment to the project.

C. Description of Common Area and Facilities:

Except as otherwise provided in this Declaration, the common areas and facilities shall consist of all parts of the condominium property, except the units. Without limiting the generality of the foregoing, the common areas and facilities shall including the following, whether located within the bounds of a unit or not:

- (1) All structural parts of the building, including, without limitation, foundations, supporting walls, ceilings and roofs;
- (2) Patios, yards, courts and driveways;
- (3) The roadways contained therein;
- (4) Any utility pipe or line or systems servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe

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or line or system or to a pipe or line or system servicing more than a single unit;

(5) All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common areas and facilities in the drawings;

(6) The limited common areas and facilities hereinafter described;

(7) all repairs, replacements or improvements of the foregoing.

D. Description of Limited Common Areas and Facilities: Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which shall consist of all the limited common areas and facilities, including but not limited to a carport or garage, as shown in the Record of Survey Map attached hereto, which is intended for the exclusive service of the unit, the use and occupancy of which shall in each case be limited to such unit.

4. SUBMISSION TO CONDOMINIUM OWNERSHIP. Declarant hereby submits the above-described property, tract of land, building and any improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto, to the provisions of the Act as a condominium project and this Declaration is submitted in accordance with the terms of the provisions of the Act and shall be construed and interpreted in accordance therewith.

5. COVENANTS TO RUN WITH THE LAND. This Declaration containing covenants, conditions and restrictions relating to the project shall be enforceable equitable servitudes and

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shall run with the land, and this Declaration and servitudes shall be binding upon Declarant, its successors and assigns and upon all unit owners or subsequent unit owners of all or any part of the condominium project and upon their grantees, mortgagees, successors, heirs, executors, administrators, leasees, devisees and assigns.

6. STATEMENT OF USES, PURPOSES AND RESTRICTIONS.

A. Purposes. The purpose of this condominium project is to provide housing and recreation for the unit owners and their respective families, tenants, guests and servants in accordance with the provisions of the Utah Condominium Ownership Act.

B. Restrictions on Use. The units and common areas and facilities shall be used and occupied only as follows:

(1) No part of the condominium project shall be used for other than housing and the related common purposes for which the condominium property was designated.

(2) There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the Management Committee, except as is otherwise provided herein.

(3) Nothing shall be done or kept in any unit or in the common areas and facilities or limited common areas which will increase the rates of insurance on the buildings or units or contents thereof beyond that customarily kept for residential use, without the prior written consent of the Management Committee. No unit owner shall permit anything to be done or kept in his unit or in the

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common areas and facilities which is likely to or will result in the cancellation of insurance on the buildings, or the contents thereof, or which would be in violation of any law or regulation or any governmental authority. No waste shall be committed in the common areas or facilities.

(4) No unit owner shall cause or permit anything (including, without limiting the generality of the foregoing, any sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, be displayed, or otherwise, attached to or placed on the exterior walls or roof or any part thereof, or to the outside of windows or doors, without prior written consent of the Management Committee; provided, however, one small sign conforming to Salt Lake County regulations may be used to advertise the sale of a unit.

(5) No animals or birds of any kind shall be kept in any unit or in the common areas and facilities or limited common areas or facilities by unit owners, except that dogs, cats and other generally recognized household pets may be kept in units, subject to the rules adopted by the Management Committee and provided further that any such pet which shall create a disturbance or be a nuisance shall be permanently removed from the condominium project within ten (10) days notice from the Management Committee.

(6) No noxious or offensive activity of any kind shall be carried on in any unit or in the common areas or facilities or in the limited common area or facilities, nor shall anything be done

therein, either wilfully or intentionally, which may be or is likely to become an annoyance or nuisance to the other unit owners or occupants.

(7) Except as otherwise provided herein, nothing shall be done to or in any unit, to or on any common area and facility which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof.

(8) No clothes, sheets, blankets, laundry, bicycles, recreational equipment, storage items or other articles of any kind shall be hung out or exposed on any part of the common areas and facilities or limited common areas and facilities in any manner as to be visible from any other unit, except as the rules and regulations of unit owners association may otherwise provide. The common areas and facilities and limited common areas and facilities shall be kept free of all rubbish, debris and any other unsightly material. Any drapes or curtains placed in units shall be lined with white material under areas where there is exposure to view from the common area.

(9) There shall be no playing, lounging or placing of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, chairs or other matter in or on any part of the common areas and facilities, except as the foregoing is subject to the rules promulgated by the Management Committee.

(10) No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable, or any other

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purpose, shall be conducted, maintained or permitted on any part of the condominium project, except as may be permitted by the Management Committee and subject to the rules, nor shall "For Sale" or "For Rent" signs or other window display or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that:

(a) The Declarant may perform or cause to be performed such work as is incident to the sale, repair or alteration of the condominium property, or to the sale or lease of units owned by the Declarant, including advertising and signs showing the location of model units and the like.

(b) The Declarant or its agents may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property for the purpose of facilitating the sale or lease of units by any unit owner, mortgagee or the association of unit owners.

(c) The association of unit owners or the Management Committee or its agents or representatives may place "For Sale" or "For Rent" signs on any units or on the condominium project for the purpose of facilitating the sale or lease of units by any unit owner, mortgagee or the association of unit owners.

(11) Boats, campers, recreational vehicles and extra automobiles shall be subject to the rules and

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regulations promulgated by the Management Committee. The Management Committee shall have the power to designate areas for the location of boats, campers, recreational vehicles and extra automobiles and the like or to preclude them from the condominium project or take whatever action is deemed reasonable and necessary in maintaining the Scottbrook Condominium as a high quality residential community. The Management Committee shall also have the power to designate visitor and/or reserved parking areas.

7. OWNERSHIP AND USE.

A. Ownership of a Unit. Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of a percentage undivided interest in the common area and facilities.

B. Prohibition against Subdivision of Unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the unit shown on the map.

C. Ownership of Common Areas and Facilities. The common areas and facilities shall be owned by the unit owners as tenants in common and ownership thereof shall remain undivided. No action for partition of any part of the common areas and facilities shall be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities.

D. Use of Common Areas and Facilities. Except

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with respect to the limited common areas and facilities, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, provided such use shall also be consistent with this Declaration and the By-Laws, which right of use shall be appurtenant to and run with the unit.

E. Interest in Common Areas and Facilities. The percentage of undivided interest in the common area and facilities has been determined to be:

- (1) two-bedroom units (1,257 sq. ft.) - 4.832757% <sup>(more specificall</sup>  
Units 1A, 1B, 4A, 4B, 8A, 9A, 9B, 10A, and 10B, 8B
- (2) three-bedroom units (1,344 sq. ft.) - 5.167243% <sup>(more specificall</sup>  
Units 2A, 2B, 3A, 3B, 5A, 5B, 6A, 6B, 7A, and 7B.

F. Use and Maintenance of Limited Common Areas and Facilities. A unit owner's use and occupancy of the limited common areas and facilities reserved for his exclusive use shall be subject to and in accordance with the provisions of this Declaration and By-Laws. The Management Committee shall have responsibility for the maintenance and repair of the interior and exterior of any limited Common area. The Management Committee may provide insurance for, or otherwise take such measures as it may deem appropriate to insure the maintenance and repair of such limited common areas.

8. THE NAME AND ADDRESS of the person in Salt Lake County, State of Utah, appointed as first agent to receive service of process for all matters pertaining to the project under the Utah Condominium Ownership Act is:

David C. Anderson  
430 Ten Broadway Building  
Salt Lake City, Utah 84101

The agent may be changed from time to time by filing appropriate instruments.

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9. PERCENTAGE OF OWNERSHIP AND VOTING. The ownership in the common areas and facilities of the condominium is equal for all purposes, including voting, is:

- (1) two-bedroom units (1,257 sq. ft.) - 4.83275% (more specific)  
Units 1A,1B,4A,4B,8A,8B,10A, and 10B.
- (2) three-bedroom units (1,344 sq. ft.) - 5.167243% (more specific)  
Units 2A,2B,3A,3B,5A,5B,6A,6B,7A, and 7B.

The common expenses shall be allocated accordingly.

10. EASEMENTS.

A. The Management Committee may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wire equipment and electrical conduits and wires over, under, along and through any portion of the common areas and facilities.

B. Declarant shall have a transferable easement over and on the common areas and facilities for the purpose of making improvements on the land within the project or on any additional land under this Declaration and the Act and for the purposes of doing all things reasonably necessary and proper in connection with the same.

C. Declarant and their duly authorized agents, representatives and employees shall have the right to maintain sales offices and model units on the land within the project. Declarant may use no more than one (1) unoccupied unit for a model unit.

D. To the extent that any damage is inflicted on any part of the condominium project by any person or persons utilizing the easements reserved by this Declaration or created by Subsections "A", "B" or "C"

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or this Section 10, the Declarant, together with person or persons causing the same, shall be jointly and severally liable for the prompt repair of the damage and for the restoration of the same to a condition compatible with the remainder of the condominium project.

E. Each unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

F. In the event that, by reason of the construction, reconstruction, settlement or shifting of a building, any part of the common areas and facilities encroach or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing any such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any unit owner or owners of the common areas and facilities if such encroachment occurred due to the willful conduct of such unit owner or owners.

11. EXCLUSION OF WARRANTIES. Each unit and all common areas and limited common areas are sold by Declarant with a one-year warranty as to structural or mechanical defects, whether they be apparent or latent. The Declarant does not warrant the merchantability of any part of the units or the

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common areas or limited common areas or facilities. The Declarant does not warrant that any part of any unit or the common area or the limited common areas or facilities is fit for any particular purpose. Anyone purchasing a condominium waives any right he may have to bring an action against Declarant for breach of warranty. No suit, whether in equity or at law, shall be maintainable against Declarant by the unit owners, individually or by the association of unit owners, by reason or any alleged breach of an express or implied warranty, except in connection with the one-year warranty noted above.

12. MORTGAGE PROTECTION.

A. Any "right to first refusal" contained in the condominium documents shall not impair the rights to a first mortgage to:

(1) Foreclose or take title to a condominium unit, pursuant to the remedies provided in the mortgage, or

(2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(3) Sell or lease a unit acquired by the mortgagee.

B. Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

C. Unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or owners (other than the sponsor, developer or

builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:

(1) By act or omission, seek to abandon or terminate the condominium project;

(2) Change the prorated interest or obligations of any individual condominium unit for the purpose of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(b) determining the prorata share of ownership of each condominium unit in the common elements.

(3) Partition or subdivide any condominium unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause).

(5) If there is a steam boiler in operation in connection with the Mortgaged Premises, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum \$50,000 per accident per location.

(6) If the condominium project is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the condominium

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project must be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the condominium units comprising the condominium project or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less. The name of the insured under each required policy must be stated to be the "Association of Unit Owners of Scottbrook Condominium."

(7) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the unit and/or common elements in the condominium project.

D. Any proposal or plan pursuant to which the condominium project is subject to phasing or add-ons complies with the following limitations:

(1) Condominium unit owner's undivided interest in the common elements must be stated in the Declaration of Condominium; and the conditions whereby any change in such percentage of undivided interest in common elements may take place are fully described in such Declaration, together with a description of the real property which will become subject to the condominium project if such alternative percentage interest becomes effective; and,

(2) No change in the percentage interests in the common elements may be affected pursuant to such phasing or add-on plan more than seven years after the Declaration becomes effective.

E. All taxes, assessments and charges which may become liens prior to the first mortgage under local

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law shall relate only to the individual condominium units and not to the condominium project as a whole.

F. No provision of the condominium constituent documents gives a condominium unit owner, or any other party, priority over any rights of the first mortgagee of the condominium unit, pursuant to its mortgage, in the case of a distribution to such unit owners of insurance proceeds or condemnation awards for losses or to a taking of condominium units and/or common areas or limited common areas or facilities.

14. AMENDMENT. Except for the provisions herein for the benefit of any first mortgagee, these Declarations and/or the Map may be modified or amended by the vote of fifty-one percent (51%) of all unit owners (holders of the common interests) at a meeting of unit owners duly held for such purposes. Amendments can only be made with the written approval of those mortgagees holding mortgages constituting first liens upon two-thirds (2/3) of the condominium units. Any amendment shall be affective by the recording of an instrument wherein the Management Committee certifies that not less than fifty-one percent (51%) of all unit owners and two-thirds (2/3) of the mortgagees holding mortgages which constitute first liens upon any of the units, have approved and consented to any such amendment.

15. SEVERABILITY. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not effect the remaining portions of the instrument or any part hereof, all of which are inserted subject to their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections

contained therein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections had not been inserted.

16. TOPICAL HEADINGS. The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or control the interpretation of the paragraphs of this Declaration.

17. GENDER. The singular, whenever used herein, shall be construed to mean the plural whenever applicable and the necessary changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

18. EFFECTIVE DATE. This Declaration shall take effect upon recordation.

DECLARANT:

Richard C. Larson  
Richard C. Larson

Jeanenne B. Larson  
Jeanenne B. Larson

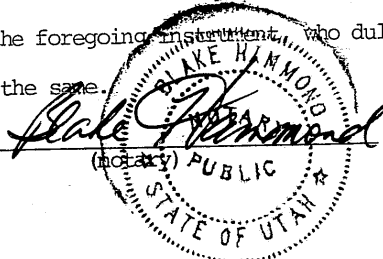
Frank L. Nilson  
Frank L. Nilson

Lamar E. Crocker  
Lamar E. Crocker

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

On the 14th day of NOVEMBER, 1980, Personally appeared before me, a Notary Public, RICHARD C. LARSON, JEANENNE B. LARSON, FRANK L. NILSON and LAMAR E. CROCKER, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Residing in: Salt Lake City  
Commission Expires: 7-17-82



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EXHIBIT "A"

BEGINNING at a point South 0°11'40" West 1264.37 feet and North 89°55'09" East 646.95 feet from the Northwest corner of Lot 9, Block 20, Ten Acre Plat "A"; Big Field Survey and running thence North 89°55'09" East 117.90 feet; thence South 0°11'02" West along the East line of Lot 7 of said Block 20, 453.92 feet; thence South 89°56'00" West 199.55 feet; thence North 0°11'12" East 253.80 feet; thence North 89°55'34" East 100.78 feet; thence North 0°11'07" East 100.04 feet; thence South 89°55'23" West 19.15 feet; thence North 0°11'08" East 100.04 feet to the point of BEGINNING.

APPENDIX "B"

Scottbrook CONCOMINIUM BY-LAWS as recorded September 10, 1979 in Book 4940 Pages 84 through 114 remain the same as recorded.

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REC'D OF DEP  
KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH  
NOV 14 1 24 PM '80  
C. Wayne Nabert