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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
POLARIS GARDENS CONDOMINIUM

Stephanie Pope
Casselline Pope

REG. OF

K & F Enterprises

SEP 30 12 03 PM '81

KATHLEEN SIMON
RECORDER
SALT LAKE COUNTY
UTAH

3450

This Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" and the By-Laws, which are attached hereto as Appendix "C" and are made a part hereof, are made and executed in Salt Lake County, Utah this 29th day of July, 1981, by K.G. & F. Enterprises, a Utah Corporation authorized to do business in Utah hereinafter called "Declarant" for itself and its successors, grantees and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Ann. Section 57-8-1 et., seq. (1953 as amended) hereinafter referred to as the "Condominium Ownership Act".

W I T N E S S E T H

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

WHEREAS, Declarant is the owner of a residential building, consisting of a total of 18 residential condominium units and 30 covered parking spaces, and other improvements upon the afore-said premises, all having been constructed in accordance with plans and drawings, set forth in the "Record of Survey Maps" filed concurrently herewith and attached hereto and made a part hereof as Appendix "B" and hereafter referred to as the "Map". Said Map consisting of 1 sheets prepared and certified by George Z. Aposhian, a Professional Engineer and registered Utah Land Surveyor; and, the aforesaid Map to submit the above-described land, building and other improvements constructed

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thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as Polaris Gardens Condominium; and,

WHEREAS, Declarant desires and intends to sell the fee title to the individual units contained in said condominium project, together with and 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 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, Declarant intends to develop the above condominium project, consisting of 18 residential units and 30 covered parking spaces and to subject the entire property and units 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 amended) shall be enforceable equitable servitudes, where reasonable, and shall run with the land:

1. NAME OF THE CONDOMINIUM PROPERTY. The Name by which the condominium property shall be known is Polaris Gardens.

2. DEFINITIONS. The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and shall apply to this Declaration and By-Laws as follows, unless the context clearly indicated a different meaning therefore:

A. "Declarant" shall mean K.G. & F. Enterprises, a Utah

corporation authorized to do business in Utah, which has executed and made 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 "property" shall mean and include land, buildings, all improvements and structures thereon, all easements, rights and appurtenances thereto, and all articles of personal property for use in connection therewith.

E. The term "Declaration" shall mean and refer to this instrument by which the POLARIS GARDENS CONDOMINIUM project is established.

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 Polaris Gardens Condominium, recorded herewith by Declarant in accordance with Utah Code Annotated Section 57-8-13 (1953 as amended).

H. The term "unit" shall mean one or more of the residential units designated on the Record of Survey Map attached hereto as Appendix "B". 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 the walls and partitions separating each such unit from corridors, stairs, and other mechanical equipment spaces, and where walls and partitions separate such units from other units, to the side of such walls and partitions on the interior of such units, and where 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 of 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 owing a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentages specified and established in this Declaration, which shall include the original purchasers and any other persons 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 By-Laws.

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

L. The terms "majority" or "majority of unit owners" shall mean the owners of more than fifty percent (50%) of the condominium units.

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 of the Act in accordance with the By-Laws attached hereto as Appendix "C". 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 the person, persons, corporation or other entity selected by the Board of Directors to manage the affairs of the condominium project.

O. The term "common elements" refers to and consists of the

entire condominium property, including all parts of the building other than the units, and including without limitation, the following:

- (a) The land on which the buildings are erected;
- (b) All foundations, columns, girders, beams and supports;
- (c) All exterior walls of the building not including the portions thereof on the unit side of such walls; all walls and partitions separating units from corridors, stairs, and other mechanical equipment spaces, other than the portions of the plaster or sheetrock partitions separating units between the center lines of the plaster or sheetrock on each side of such partitions; and all concrete floors and concrete ceilings;
- (d) Roofs, halls, corridors, stairs, stairways and entrances and exits to and from the building;
- (e) Basements, sub-basements, yards, gardens, recreational or common facilities, mail boxes, and other areas used in connection therewith; parking and driveway areas and storage spaces;
- (f) All central and appurtenant installations for services such as power, light, telephone, gas, garbage disposal, hot and cold water, heat, refrigeration, air conditioning and incinerating (including all pipes, ducts, wires, cables and conduits used in connection therewith whether located in common areas or units) and all other mechanical equipment spaces;
- (g) All elevators, tanks, pumps, motors, fans, compressors, and control equipment;
- (h) All sewer pipes;
- (i) All storage spaces and laundry rooms;
- (j) All terraces and balconies or patios; provided, however, that each unit owner whose unit has sole access to a terrace or balcony or patio shall have an easement for the exclusive use thereof; and,
- (k) All other parts of the condominium property and all

apparatus and installations existing in the building or on the property for common use or necessary or convenient to the existence, maintenance or safety of the condominium,

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

Q. 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 of unit owners or the Board of Directors may from time to time adopt, and such determinations and agreements lawfully made or entered into by the Board of Directors.

R. The term "size" shall mean the number of square feet of floor space within each unit as computed by reference to the Record of Survey Map and rounded off to the next highest whole number. Space within the unit shall not include attic, basement, or garage spaces.

S. 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 common elements having the same vertical and horizontal boundaries as before.

T. Those definitions contained in the Act, to the extent they are applicable to and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

U. The term "parking stalls" shall refer to the parking stalls more fully described in Paragraph 7 herein and designated on the "map" attached hereto as Appendix "B".

3. DESCRIPTION OF PROPERTY.

A. Description of Land:

The tract of land located by street address at 211 East 5th Avenue in Salt Lake City, Salt Lake County, Utah, as is more fully described in Appendix "A".

The buildings consist of one residential building with a total of 18 residential units. These are arranged on three levels of six units each. Each unit contains two bedrooms. Footings and foundation is steel and concrete. The exterior walls are brick and decorative wood. The roof is a built-up aggregate with Colorklad prepainted galvanized metal. Interior walls are of wooden or metal studs, wood, plaster and dry wall plaster. All 18 units have individual heating, cooling and balconies.

All other details involving the respective descriptions or locations of the condominium units and a statement of the number of units and other like details are set forth in the "Map" which is filed herewith and made a part hereof.

B. Description of Units:

(a) Annexed hereto and made a part hereof as Appendix "D" is a list of all units in the building, their unit designation, their parking stall number and their percentage of interest in the common areas. Annexed hereto and made a part hereof as Appendix "B" is the Record of Survey Map certified by George Z. Aposhian and filed with the Salt Lake County Recorder's office simultaneously with the recording of this document, which map and additional sheets, depict each unit location, each unit's approximate area, the number of rooms and the common areas to which each unit has immediate access.

(b) Each residential unit shall consist of:

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

(2) 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 and paneling.

(3) Non-supportive interior walls.

(4) 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.

(5) Balconies, porches and patios where so designated on the Record of Survey Map as being a part of the unit.

Each parking space is defined by the dimensions of such units so shown on the Record Survey Map.

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 map(s) and to this Declaration, as each unit shall appear on the records of the County Recorder of Salt Lake County, Utah in substantially the following fashion:

"Unit _____, as shown on the Record of Survey Map for the Polaris Gardens Condominium, appearing on 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, in, together with _____ percent of the undivided interest in the common areas and facilities of the Polaris Gardens Condominium.

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

C. Description of Common Areas 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 include the following whether located within the bounds of a unit or not:

(a) All structural parts of the building, including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;

(b) Yards, courts and driveways;

(c) Any utility pipe or line or system 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 or line or system or to a pipe or line or system servicing more than a single unit;

(d) 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 designed as common areas and facilities, in the drawings, including the area south of and adjacent to the sidewalk owned by Salt Lake City which is customarily maintained for the use and benefit of the condominium project.

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

(f) 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 common areas and facilities, including but not limited to the balcony and/or patio 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 shall run with the land and this Declaration and these 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, devisees and assigns.

6. STORAGE AREA. There shall be no limited common areas for storage. The Board of Directors may, at their sole discretion, designate storage areas within the condominium common areas.

7. PARKING STALLS. There are 30 underground parking stalls. Eighteen stalls have been numbered to correspond with the

individual unit number, preceeded by the letters "PS", designating "Parking Stall". Such designation has been applied to the Record of Survey Map, designated as Appendix "B" herein. Each such parking stall is considered as part of each designated unit and wherever the term unit is used herein it includes the specifically designated parking stall. All rights of ownership, as described herein, for each individual unit shall include the appropriately designated parking stall.

The remaining 12 parking stalls are labeled "visitor parking" and shall be considered common areas.

8. STATEMENT OF USE, PURPOSES AND RESTRICTIONS.

A. Purposes. The purpose of this condominium project is to provide residential housing for the unit owners, in accordance with the provisions of the Utah Condominium Ownership Act.

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

(a) No part of the condominium project shall be used for other than housing and the related common purposes for which the condominium property was designed. Each unit shall be used and occupied as a residence for a single family and for no other purpose. Each parking space shall be used only for storage of a vehicle.

(b) 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 Board of Directors except as it otherwise provided herein.

(c) 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 the contents thereof beyond that customarily kept for residential use, without the prior written consent of the Board of Directors. No

unit owner shall permit anything to be done or kept in his unit or in the 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 of any governmental authority. No waste shall be committed in the common areas or facilities.

(d) No unit owner shall cause or permit anything (including, without limiting the generality of the foregoing, any sign, awning, canopy, shutter, stormdoors, screen doors, 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 the prior written consent of the Board of Directors.

(e) No animals or birds of any kind shall be raised, bred or kept in any unit or in the common areas and facilities by unit owners, provided, however, that the unit owners association may permit a small dog or cat or other generally recognized household pet to be kept in a unit subject to any rules and regulations that may be adopted by the Board of Directors 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 after notice. The Board of Directors shall issue said notice upon receipt of two (2) written complaints from other unit owners.

(f) 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 areas or facilities, nor shall anything be done therein, either willfully or intentionally which may be or is likely to become an annoyance or nuisance to the other owners or occupants.

(g) Except as otherwise provided herein, nothing shall be done to, or in any unit, to or on any common area or facility, to

or on any limited common area or facility which will impair the structural integrity of the building or any part thereof which would structurally change the building or any part thereof.

(h) 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 or limited common areas and facilities, in any manner as to be visible from any other unit, except as the rules and regulations of the 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.

(i) 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 Board of Directors.

(j) No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or any other purpose shall be conducted, maintained or permitted on any part of the condominium project except as may be permitted by the Board of Directors and subject to the rules, nor shall any "For Sale" or "For Rent" sign 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:

(1) 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 Declarant, including advertising and signs showing the location of the model units and the like.

(2) The Declarant or its agent 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 owner.

(3) The association of unit owners or the Board of Directors 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 or mortgagee.

(k) The Polaris Gardens Condominium has been designated for adult living. Neither the units or the common areas are designated to accommodate large families or children. One child over 14 is permitted as a matter of course so long as no nuisance or disturbance is created by such child for the unit owners. Inasmuch, however, as Declarant is unable to control or govern the birth or adoption of children by unit owners, Declarant will not be liable to unit owners for the breach of this provision if children are born to or adopted by unit owners. Additional children may be permitted only with the approval of the Board of Directors and subject to reasonable rules and regulations adopted by the Board of Directors. Declarant makes no warranty, however, that the foregoing restriction will be valid and enforceable is subjected to a court test.

9. 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 owner shall be intitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix "D" hereof.

B. Prohibition Against Subdivision of a Unit. No unit owner shall, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts of 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 with respect to the limited common areas, 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 interest in the common areas and facilities of each unit has been determined by assigning points to each unit according to the size and value of each unit in ratio to the entire condominium project.

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 an in accordance with the provisions of this Declaration and By-Laws. Each unit owner shall be responsible for maintenance and repair of the interior of any limited common area reserved for his exclusive use.

The Board of Directors shall have responsibility for the maintenance and repair of the exterior of any limited common area. The Board of Directors may provide insurance for or otherwise take measures as it may deem appropriate to insure the maintenance and repair of such limited common areas.

10. 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:

E. Keith Howick
3272 South West Temple
Salt Lake City, Utah 84115

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

11. PERCENTAGE OF OWNERSHIP AND VOTING RIGHTS. The percentage of ownership in the common areas and facilities of the condominium shall be controlling for the allocation of Common Area expenses. Voting shall be on the basis of one(1) vote per unit owner as is indicated in Appendix "D". The percentage of ownership in the common areas and facilities shall be set forth in Appendix "D".

12. EASEMENTS.

A. The Board of Directors 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 wires and 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 any additional land under this Declaration and Act, and for the purpose of doing all things reasonably necessary and proper in connection with the same.

C. Declarant and his 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 one (1) unoccupied unit for a model unit and one (1) unoccupied unit for a sales and rental office.

Notwithstanding the provisions of paragraph C allowing use of model units or common facilities for initial sales, such units shall revert to use as residential units and may not be used thereafter for offices or non residential uses if prohibited by applicable zoning ordinance.

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D. To the extent that any damage is inflicted on any part of the condominium project or by any person or persons utilizing the easements reserved by this Declaration or created by subsections "A" or "B" or "C" or this Section 12, the Declarant, together with the 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 upon or shall hereinafter encroach upon any part of the common areas and facilities or any other unit, valid easements for such encroachments and the maintenance of such encroachments 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 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 intentional or willful conduct of such unit owner or owners.

13. EXCLUSION OF WARRANTIES.

Each unit and all common areas and limited common areas are sold by Declarant "as is" without any warranty, express or implied, as to any structural or mechanical defects whether they be apparent or latent. The Declarant does not warrant the

merchantability of any part of the units, the common areas or the limited common areas. The Declarant does not warrant that any part of any unit, the common areas or the limited common area is fit for any particular purpose. Any one purchasing a condominium does hereby waive any right he may have to bring action against the Declarant for breach of warranty. No suit, whether in equity or at law shall be maintainable against Declarant by the unit owners individually or the association of unit owners by reason of any alleged breach of an express or implied warranty.

14. MORTGAGE PROTECTION.

Notwithstanding anything herein to the contrary, it is hereby declared, certified and agreed as follows:

A. Mortgagee's Right to Modification and Default.

Any holder of a first or second mortgage or any holder of a first or second deed of trust on any unit is entitled to written notification from the Board of Directors of any default by the mortgagor or trustor of such unit in the performance of such mortgagor's or trustor's obligations under the Declaration which has not been cured within thirty (30) days.

B. Priority of Mortgagee over Certain Assessment. Any holder of a first or second mortgage or a deed of trust on any unit which comes into possession of a unit pursuant to the remedies provided in the mortgage or trust deed or by assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims of a pro rata share of such assessments or charges to all units including the mortgaged unit). After a foreclosure, however, a lien may be created to secure all assessments which may be enforceable as provided herein.

C. Prohibitions Imposed on Owners. Unless all holders of

the first mortgage liens on individual units have given their prior written approval, the unit owners shall not:

1. Change the pro rate interest or obligation of any unit for purposes of assessments and charges and determining shares of the common areas and facilities of the project.

2. Partition or subdivide any unit or the common areas of the project.

3. By act or omission seek to abandon the condominium status of the project except as provided by statute in case of destruction or taking in eminent domain.

15. AMENDMENT. The unit owners shall have the right to amend this Declaration and/or the map upon the approval and consent of unit owners representing not less than two-thirds (2/3) of the condominium units; provided, however, that any amendment which would reduce the undivided interest of any unit owner in the common areas and facilities must be effected by the recordation of an instrument wherein the Board of Directors certifies that the unit owners representing their required percentage of the undivided interests in the common areas and facilities have approved and consented to any such amendment. No amendment shall have the effect of altering any right, privilege, liability or obligation of Declarant without the written consent of Declarant first had and obtained.

16. SEVERABILITY. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this 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 herein 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.

17. 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 paragraphs of this Declaration.

18. 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.

19. EFFECTIVE DATE. This Declaration shall take effect upon recording.

DECLARANT:

K.G. & F. Enterprises,
a Utah Corporation

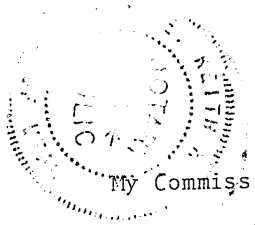
Deni Welch
Deni Welch, Secretary

Gail Howick
Gail Howick, President

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

On the 29th day of July, 1981, personally appeared before me Gail Howick and Deni Welch who did acknowledge to me that they executed the foregoing instrument.

[Signature]
NOTARY PUBLIC
Residing at Salt Lake County



My Commission Expires:

2/8/82

APPROVAL BY CITY

SALT LAKE CITY, a body corporate and politic, and the City in which _____, a Utah condominium project, is located, by and through its duly elected Mayor, does hereby give final approval to the said Project, to the foregoing Declaration, to the Record of Survey Map recorded concurrently herewith, and to the attributes of the said Project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by the Laws of Utah, 1975, Chapter 173, Section 18.

DATED: September 18, 1981

SALT LAKE CITY

By 
Mayor

ATTEST:


Recorder



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APPENDIX "A"

Polaris Gardens Condominium Declaration

LEGAL DESCRIPTION

Commencing at the Southeast corner of Lot 2, Block 72, Plat "D", Salt Lake City Survey, and running thence West 100 feet; thence North 165 feet; thence East 100 feet; thence South 165 feet to the point of BEGINNING.

The above tract of land lying in Salt Lake County, Utah.

APOSHIAN CONSULTING ENGINEERS, Inc.
1444 EAST 3300 SOUTH
SALT LAKE CITY, UTAH 84106
801-486-3844

PROPERTY REPORT

EXHIBIT B-1

POLARIS GARDENS CONDOMINIUMS

211 FIFTH AVENUE

SALT LAKE CITY, UTAH

29 JULY 1981

BUILDING CONSTRUCTION TO BE COMPLETED AUGUST 1981

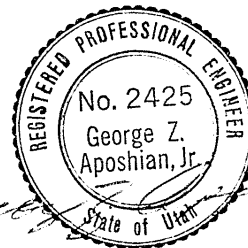
STRUCTURE IS UNOCCUPIED

THE BUILDING IS IN EXCELLENT CONDITION, BEING NEW. THE USEFUL LIFE IS EXPECTED TO EXCEED 100 YEARS.

THE STRUCTURAL ELEMENTS SATISFY REQUIREMENTS OF APPLICABLE BUILDING CODES (UBC-1976 Edition) which dictate a 40 psf floor live load requirement and a 30 psf snow load requirement on the roof.

The Structure consists of 3 levels of Apartment Units built over the top of a one level underground parking garage. The floor system and the roof are timber framing with plywood sheathing and gypsum board ceilings. The exterior walls are a combination of brick veneer and wood siding.

The parking structure is built with reinforced concrete walls. The floor is a concrete slab on grade. The ceiling, which is also the floor for the main level of apartments is a Prestressed Concrete Double Tee System. This is insulated and sprinkled for fire protection and covered on the bottom with 5/8" Gypsum Board.



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