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17 JUNE 88 11:39 AM
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RECORDER, SALT LAKE COUNTY, UTAH
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SLC, UTAH 84108
REC BY: MARSHA WILLIAMS, DEPUTY

ENABLING DECLARATION
OF
OAKWOOD GARDENS CONDOMINIUM

THIS DECLARATION is made and executed on June 14, 1988, by OAKWOOD GARDENS CONDOMINIUM ASSOCIATION, hereinafter referred to as "Declarant", pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated 1953).

RECITALS:

A. Declarant is the owner of that Parcel of real property hereinafter more particularly described.

B. Declarant desires, by filing this Declaration and the Survey Map, to submit said Parcel and all improvements made now or later to the provisions of the Act as a Condominium to be known as "Oakwood Gardens Condominium".

C. Unit Owners hold the fee title to the individual Units contained in the Condominium, 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.

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

I. DEFINITIONS:

When used in this Declaration (including in that portion headed "Recitals") the following terms shall have the meaning indicated. Any term used here which is defined by the Act shall, to the extent permitted by the context, have the meaning given 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)).

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2. Declaration shall mean and refer to this Enabling Declaration.

3. Record of Survey Map and Survey Map shall mean and refer to the Record of Survey Map filed November 20, 1972, Record No. 25-00-509, Book No. MM, on Page 85.

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

5. Common Areas and Facilities shall mean, refer to and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act.

(b) All Common Areas and Facilities designated as such in the Survey Map.

(c) All Limited Common Areas and Facilities.

(d) All foundations, columns, girders, beams, supports, perimeter walls, roofs, halls, corridors, walkways, stairs, stairways, exits and entrances constituting a portion of or included in the buildings of the condominium.

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

(f) All elevators, tanks, pumps, motors, fans, ducts and in general all apparatus and installations included within the Condominium for common use.

(g) All portions of the Condominium not specifically included within the individual Units.

(h) All other parts of the Condominium normally in common use or necessary or convenient to its use, maintenance, safety or management.

6. Limited Common Areas and Facilities shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of a certain Unit or Units to the exclusion of the other Units, including those parking stalls which are not specifically designated as Units, the storage rooms (numbered S-1 through S-37) which are associated with said parking stalls, and the patio or balcony which is associated with each home Unit.

7. Unit shall mean and refer to one of the home Units or one of the parking stalls which is designated as a Unit on the Record of Survey Map. Unless a wall on the perimeter of a Unit separates and is common to two or more Units, such perimeter wall shall, except for the finished surface which is on the interior of a Unit, constitute a part of the Common Areas and Facilities. Such finished surface shall be a part of the Unit to which it relates. A wall on the perimeter of a Unit which separates such a Unit from, and is common to, another Unit shall, from and including the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall include any walls or partitions which are wholly contained within its perimeters and the surfaces of any floors and ceilings which bound it. A Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit.

8. Unit Number shall mean and refer to the number, letter or combination of these which designates a Unit in the Record of Survey Map.

9. Unit Owner or Owner shall mean and refer to the owner of the fee in a Unit and the percentage of undivided interest in the Common Areas and Facilities which is appurtenant. 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 Management Committee in writing of such agreement, be considered the Unit Owner for purposes of voting and Committee membership.

10. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties or rights under the Act, this Declaration or the Management Agreement for operation of the Condominium, and such rules and regulations as the Management Committee may from time to time make and adopt.

11. Condominium shall mean and refer to Oakwood Gardens Condominium, 939 Donner Way, Salt Lake City, Utah.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act, as the Parcel associated with Oakwood Gardens Condominium, the following described real property situated in the City and County of Salt Lake, State of Utah:

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

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

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

TOGETHER WITH Parking Stall Unit Nos. P-1 through P-18, inclusive, and the undivided ownership interests in the Common Areas and Facilities which are actually appurtenant to said Units, subject to agreement concerning the rights, authority, and powers of the owners of the "Fee", as described in WARRANTY DEED, dated October 26, 1976, recorded in the official records of Salt Lake County, Utah on October 29, 1976 as Entry No. 2871598 in Book 4387, at Page 197.

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

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III. COVENANTS, CONDITIONS AND RESTRICTIONS

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

1. Description of Improvements. The improvements included in the Condominium are located upon the Parcel described above, and all of such improvements are described in the Survey Map. The Survey Map shows the foundations, the number of stories, and the number of Units which are contained in the buildings which comprise a part of such improvements. The buildings are principally constructed of the following materials: Steel frames with load-bearing walls studded with wood and with non-bearing walls studded with steel; brick veneer exterior; wooden truss joist floors and roofs; roof surfaced with asphalt shingles; interior walls surfaced with gypsum sheets.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location, dimensions from which its area may be determined, those Limited and Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. Units are either home Units or car stalls. Those car stalls which constitute Units shall, for all purposes except maintenance and except as otherwise specifically provided in this Declaration, be accompanied by the same rights and obligations as pertain to home Units. For maintenance purposes, car stalls constituting Units shall have the same status as those car stalls comprising a part of the Limited Common Areas and Facilities. All Units shall be capable of being independently owned, encumbered and conveyed.

3. Contents of Exhibit A. Exhibit A to this Declaration furnishes the following information with respect to each Unit in the Condominium: (a) The Unit Number; (b) Its approximate area; (c) The number of rooms; (d) Its general location; (e) Those Limited Common Areas and Facilities which are reserved for its use; (f) The approximate area of such Limited Common Areas and Facilities; (g) Its percentage of undivided interest in the Common Areas and Facilities.

4. Common and Limited Common Areas and Facilities. The Common Areas and Facilities contained in the Condominium are described and identified in Article I, paragraphs 5 and 6, 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

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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 will be used as a measure of value. Such figure is, with respect to each home Unit, the sum of (i) the approximate floor space actually contained in the Unit and (ii) 25% of the approximate area of all Limited Common Areas and Facilities which appertain to the Unit. With respect to each car stall that constitutes a Unit, such figure is 25% of its actual square footage. The percentage of undivided ownership interest appurtenant to each Unit is the ratio between the weighted figure for that Unit and the sum of such figures for all Units.

6. Permissible Use of Units and Common Areas. Units in the Condominium are either home Units or car stalls. The former type is intended to be used for residential housing and is restricted to such use. Those car stalls which constitute Units are intended to be used only as vehicle parking spaces and are restricted to such use. No Unit shall be used or occupied in violation of law, so as to create a nuisance or interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Condominium as a whole. The Common Areas and Facilities shall be used only in a manner consistent with their community nature.

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

8. Condition and Maintenance of Units. Each home Unit above the first floor must have carpeting in all rooms except closets, bathrooms and the kitchen. The named rooms may, but need not be carpeted. Each Unit shall be maintained so as not to detract from the appearance of the Condominium and so as not to affect adversely the value or use of any other Unit.

9. Remodeling of Units. No Unit Owner may remodel a Unit in any way that alters the appearance of the exterior of the Condominium. No changes may be made that involve exterior walls, roofs or roof lines, windows, balconies or patios or any Limited Common Area adjacent to a Unit. The installation of double windows or doors for purposes of energy conservation or security by the Unit Owner may be accomplished by submitting plans and requesting approval of the Management Committee. Maintenance of the entrance door of each Unit is the responsibility of the Unit Owner, but must be kept in reasonable harmony, color and design, with all doors in the Condominium.

10. Transfer or Lease of Home Units. Any Owner of any interest in a home Unit who plans to transfer all or any portion of such interest or to enter into an agreement for another party's occupancy of such Unit shall, at least 10 days before the transaction is to be consummated, give the Committee written notice of his intentions. The notice shall furnish the name and address of the proposed transferee or occupant and the terms of the proposed transaction. If the sole consideration involved in the transaction is money, at any time within seven days after its receipt of the notice the Committee shall have the right to enter into the transaction upon the same terms as those offered to the proposed transferee or occupant. If consideration other than money is involved in the proposed transaction or if such transaction is in the nature of a gift, the Committee shall have the right to acquire the interest concerned by following the procedure which is applicable when it believes the proposed price of purchase or occupancy is unreasonable. Notwithstanding any provision of the proposed transaction, in the event the Committee exercises its right under this Paragraph 10 it may transfer the interest concerned to any party reasonably acceptable to it and the Unit Owner.

If the Committee desires itself to enter into the transaction proposed by the Unit Owner, but believes that the proposed price of purchase or occupancy is unreasonable, it shall give the Unit Owner written notice of such facts within seven days after its receipt of the Owner's notice. Upon the giving of such notice, the Committee shall be obligated to enter into the proposed transaction at a price of purchase or occupancy determined as follows: The Committee shall select one MAI appraiser, the Unit Owner shall select another, and the two appraisers so selected shall designate a third; each appraiser shall independently arrive at a price for the interest concerned; the price to be paid by the Committee shall be the average of the two closest appraisal figures. The Committee and the Unit Owner shall take all possible steps to expedite the determination.

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11. Acceptability of Tenants. In the event an Owner of a home Unit plans to allow someone other than a member of his immediate family to occupy his Unit, such Owner shall, at least 10 days prior to the proposed date of occupancy, give the Committee written notice of the name of the intended occupant. At any time within three days after 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 Condominium'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.

12. Status and General Authority of Committee. The Condominium 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 Condominium, 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.

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(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 Oakwood Gardens Condominium, 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 Condominium is maintained and used in a manner consistent with the interests of the Unit Owners.

(i) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

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

13. Manager At all times the Committee shall carry out all of its functions which are capable of delegation through a Condominium Manager. The Committee must employ a Manager for such purposes, and any Manager retained must be an individual or entity experienced and qualified in the field of condominium management. The Manager so engaged by the Committee shall be responsible for managing the Project on behalf of the Unit Owners and shall, to the extent permitted by law, be authorized to perform by the Management Committee itself.

14. Composition of the Management Committee. The Management Committee shall consist of six members plus a President who is elected by the Committee. The six members are elected by the Unit Owners for a term of three years. Initially two Committee members are elected for one year; two members for two years, and two members for three years.

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Each year two vacancies will occur and are filled by an election held at the Annual Meeting of Unit Owners. Should the President who is selected by the Committee be already a member of the Committee, a vacancy will then occur. An appointment for this and all other interim vacancies is made by the Committee. The appointee will serve until the next Annual Meeting, at which time the Unit Owners must vote either to retain the appointee to fill the unexpired term of the replaced member, or vote for a replacement.

15. Elections. Only Unit Owners are eligible for Committee membership. Thirty days prior to the Annual Meeting, the Committee appoints two Unit Owners to act as a Nominating Committee. The Nominating Committee shall give notice to all Unit Owners that two positions on the Committee are open and take into consideration the names of those interested in becoming new Committee members, as well as the names of those members whose first terms have expired, but are willing to serve a second term. No Unit Owner may serve more than two consecutive three year terms. The Nominating Committee submits its report to the Unit Owners at the Annual Meeting, at which time, nominations from the floor also are accepted.

16. Compensation. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business, with the approval of the Committee.

17. Committee Officers and Agents. The Committee shall hold a meeting, immediately following adjournment of the Annual Owners Meeting, at which time Committee shall elect Committee officers for the year. The Committee shall perform its functions through those members who are elected as officers and through such agents or employees as the Committee may appoint. Any Committee officer, agent or employee may at any time be removed with or without cause by the vote of a majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

(a) President. The President shall be the chief executive of the Committee and shall exercise general supervision over the property and affairs of the Condominium. The President shall preside over all meetings of the Committee and of the Unit Owners. The President shall execute all instruments in behalf of the Committee.

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(b) Vice President. The Vice President shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary-Treasurer. The Secretary-Treasurer shall keep minutes of meetings of the Committee and of meetings of the Unit Owners and shall keep all records which are required or made necessary by the Act, this Declaration, or the Committee. The Secretary-Treasurer shall have together with the President immediate supervision of the Agent appointed by the Committee to have custody and control of the funds available to the Committee. He/she shall see that the Agent furnishes a bond in the amount specified by the Committee. The Secretary-Treasurer shall be responsible with the President for monitoring the monthly and annual financial statements and reports submitted by the Agent, and for preparing the annual budget for approval by the Committee.

18. Removal of Committee Members. Removal of an elected Committee member or members may be accomplished by a petition requesting a recall election signed by Owners representing 40% of the undivided Ownership of the Condominium.

19. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at regular intervals at such time and place as the Committee may decide. Notice shall be given in advance of all 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 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 Committee members.

20. Owners Meetings. The Annual Meeting of the Unit Owners shall be held within the first 60 days of the new calendar year. The place of meeting shall be specified in the notice of meeting. At least 10 days before the date of the regular annual Owners meeting a written notice 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 agenda 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 Condominium. At least four days before the date set for a special meeting written notice 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 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, whether regular or special shall consist of a majority of all the undivided ownership interest in the Condominium represented either in person or by proxy. In the event a quorum is not represented at the Owners meeting 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 Condominium.

21. Capital Improvements. Additions or capital improvements to the Condominium which cost no more than \$15,000 may be authorized by the Management Committee alone. Additions or capital improvements which will cost more than this amount must, prior to being constructed, be authorized by at least a majority of the undivided ownership interest in the Condominium. Any addition or capital improvement which would materially alter the nature of the Condominium must, regardless of cost and prior to being constructed, be authorized by at least 75% of the Condominium's undivided interest.

22. Operation and Maintenance. The Management Committee shall provide each Unit all the utility services except telephone required by it. The Committee shall provide for such maintenance of the Common and Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and in reasonably good condition and repair. The Committee shall not, however, be required to maintain any floor covering on balconies other than the covering which was originally installed. The Committee shall have no obligation regarding maintenance or care of

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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.

23. Payment of Expenses. Before the end of each calendar year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take into account any deficit or surplus realized during the current year. The total of such expenses shall be apportioned among all the Units on the basis of their appurtenant percentages of undivided ownership interest. On the first day of each month during the year covered by the budget each Unit Owner shall pay to the Committee, through the Condominium Manager, as his share of the Common Expenses one-twelfth of the amount apportioned to his/her Unit. If such monthly payments are too large or too small as a result of unanticipated income or expense, the Committee may effect an equitable change in the amount of said payments. The dates and manner of payment and any penalty fees for late 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/her undivided ownership interest.

24. 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/her, 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.

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25. Insurance. The Management Committee shall secure and at all times maintain the following insurance coverages:

(i) A policy or policies of fire and casualty insurance, providing "all risk" coverage for the full insurable replacement value of the entire Condominium. Such policy or policies shall be made payable to Oakwood Gardens Condominium Association.

(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 Condominium, to the public or to any guests or tenants of the Condominium or of the Unit Owners. Limits of liability under such insurance shall be not less than \$1,000,000.00 for any one occurrence, bodily injury or property damage. Also, an umbrella liability policy of not less than \$1,000,000.00. 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 insured 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 Condominium 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 Association 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 Association shall, if possible, provide: 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 invali-

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

(f) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. Any Unit Owner who individually obtains insurance covering any portion of the Condominium shall supply the Committee with a copy of his/her policy within 30 days after he acquires such insurance.

26. Damage to Condominium. In the event of damage to or destruction of part or all of the improvements in the Condominium, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Association 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 Condominium's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association 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 Condominium's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association 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.

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(d) If 75% or more of the Condominium's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association 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 Condominium or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 25 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 25 regarding the extent of damage to or destruction of Condominium improvements shall be made by three MAI appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

27. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Condominium'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.

28. 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.

29. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. This Declaration shall be liberally construed to effect its purpose. The captions which precede the Paragraphs

of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

30. Covenant to Run with Land: Compliance. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Condominium, 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 interest consents to, and agrees to be bound by, each and every provision of this Declaration.

EXECUTED June 15, 1988.

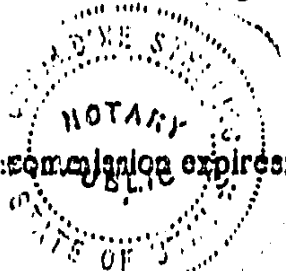
OAKWOOD GARDENS CONDOMINIUM ASSOCIATION

By Larry E. Page
Larry E. Page, President

ATTEST: Priscilla M. Mayden
Priscilla M. Mayden, Secretary-Treasurer

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

On this 15th day of June, 1988, personally appeared before me LARRY E. PAGE and PRISCILLA M. MAYDEN, who being by me duly sworn, did say that they are the President and Secretary-Treasurer respectively of the OAKWOOD GARDENS CONDOMINIUM ASSOCIATION, and that the foregoing Declaration was signed on behalf of said association by authority of its by-laws, and that said LARRY E. PAGE and PRISCILLA M. MAYDEN acknowledged to me that said association executed the same.


My commission expires: 11-01-90

Maldine Stelling
NOTARY PUBLIC
Residing at: Salt Lake City Utah

BOOK 6039 PAGE 1461

EXHIBIT A

ENABLING DECLARATION OF OAKWOOD GARDENS CONDOMINIUM

Unit No.	Sq. Ft./ Unit	Area of Patio or Balcony	No. Car Stall	Storage Area No.	Floor No. of Unit	No. of Rooms			% Ownership
						Total	Bed	Bath	
A101	1400	65	1008	S-14	1	5	2	2	3.038
A102	700	50	1008	S-11	1	3	1	1	1.583
A103	700	50	1014	S-24	1	3	1	1	1.583
A104	1400	65	1010	S-17	1	5	2	2	3.038
B105	1400	65	1002	S-2	1	5	2	2	3.038
B106	700	50	1001	S-21	1	3	1	1	1.583
B107	700	50	1026	S-10	1	3	1	1	1.583
B108	1400	65	1005	S-1	1	5	2	2	3.038
C109	1400	65	1031	S-34	1	5	2	2	3.038
C111	1400	65	1020	S-10	1	5	2	2	3.038
C113	1400	65	1032	S-33	1	5	2	2	3.038
A201	1400	65	1015	S-25	2	5	2	2	3.038
A202	700	50	1019	S-13	2	3	1	1	1.583
A203	700	50	1018	S-12	2	3	1	1	1.583
A204	1400	65	1011	S-18	2	5	2	2	3.038
B205	1400	65	1035	S-7	2	5	2	2	3.038
B206	700	50	1036	S-23	2	3	1	1	1.583
B207	700	50	1037	S-22	2	3	1	1	1.583
B208	1400	65	1034	S-31	2	5	2	2	3.038
C209	1400	65	1029	S-36	2	5	2	2	3.038
C211	1400	65	1021	S-9	2	5	2	2	3.038
C213	1400	65	1030	S-35	2	5	2	2	3.038
A301	2200	65	1017	S-28	3	6	3	2	4.690
A302	1100	50	1013	S-27	3	4	2	2	2.410
A303	1100	50	1012	S-26	3	4	2	2	2.410
A304	2200	65	1009	S-15	3	6	3	2	4.690
B305	2200	65	1004	S-3	3	6	3	2	4.690
B306	1100	50	1005	S-8	3	4	2	2	2.410
B307	1100	50	1003	S-4	3	4	2	2	2.410

B308	2200	65	1033	S-32	3	6	3	2	4.690
C309	1100	65	1022	S-5	3	4	2	2	2.410
C310	1100	50	1023	S-16	3	4	2	2	2.410
C311	1100	50	1024	S-6	3	4	2	2	2.410
C312	1100	50	1025	S-19	3	4	2	2	2.410
C313	2200	65	1028	S-37	3	6	3	2	4.690

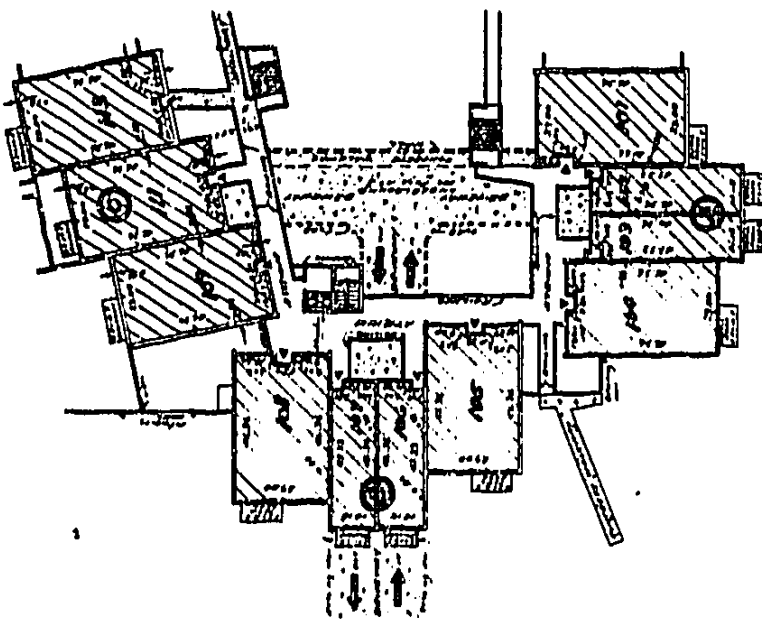
1007	200			S-29					0.110
1027	200			S-30					0.110

P-1	200								0.103
thru	(Per								(Per
P-18	Unit)								Unit)

Approximate area of all Car Stalls is 200 sq. ft. 100.000

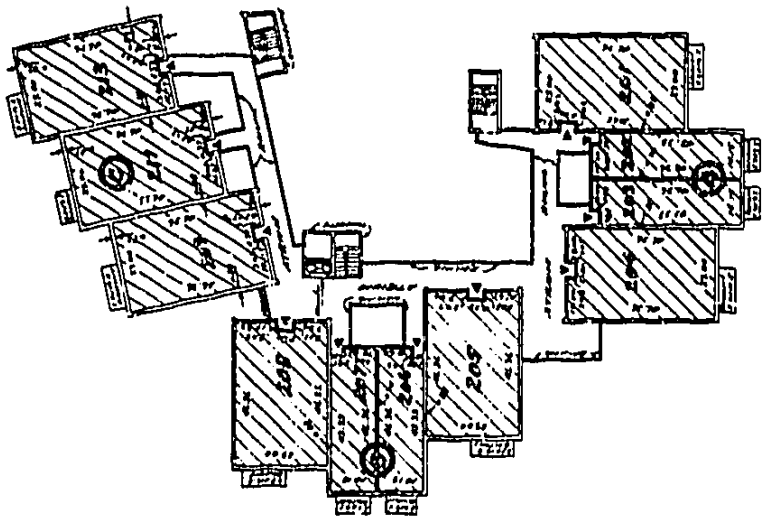
Approximate area of all Storage Areas is 15 sq. ft.

- 1- SEE SHEET NO. 1 FOR GENERAL AND PARTIAL DETAILS.
- 2- SEE SHEET NO. 2 FOR PARTIAL DETAILS OF CONCRETE.
- 3- SEE SHEET NO. 3 FOR PARTIAL DETAILS OF CONCRETE.



BUILDING 211-C
FIRST FLOOR PLAN
SCALE SECTION 1/8" = 1'-0"

- 1- OUTLET SHALL BE 4" DIA. PER SECTION 101.00.
- 2- SHALL BE 4" DIA. PER SECTION 101.00.
- 3- SHALL BE 4" DIA. PER SECTION 101.00.

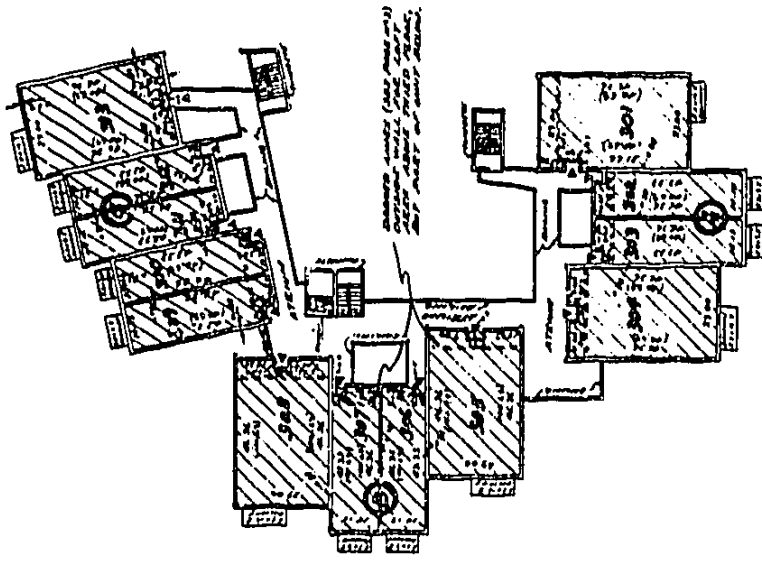


BUILDING 211-C
SECOND FLOOR PLAN
SCALE SECTION 1/8" = 1'-0"

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT.

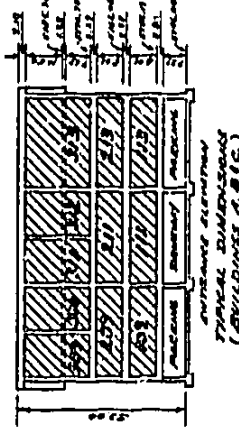
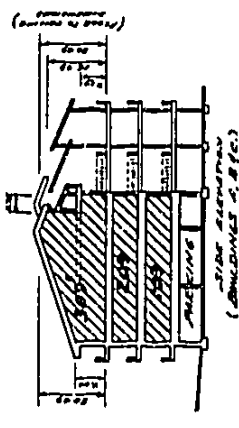
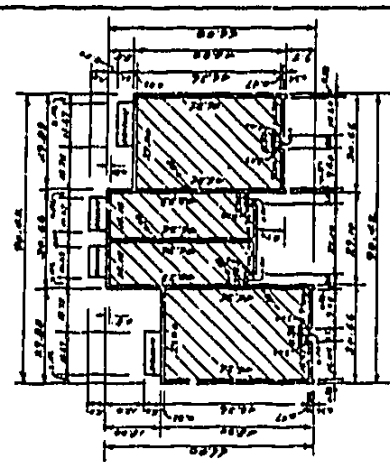
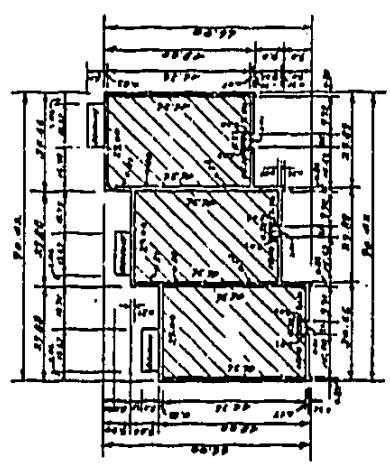
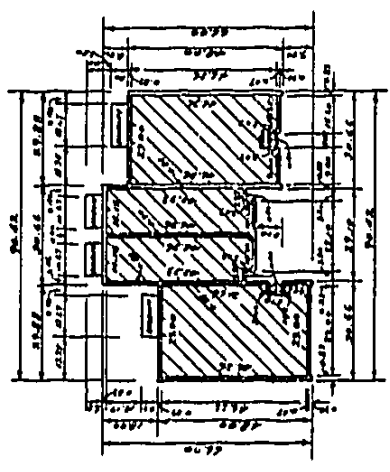
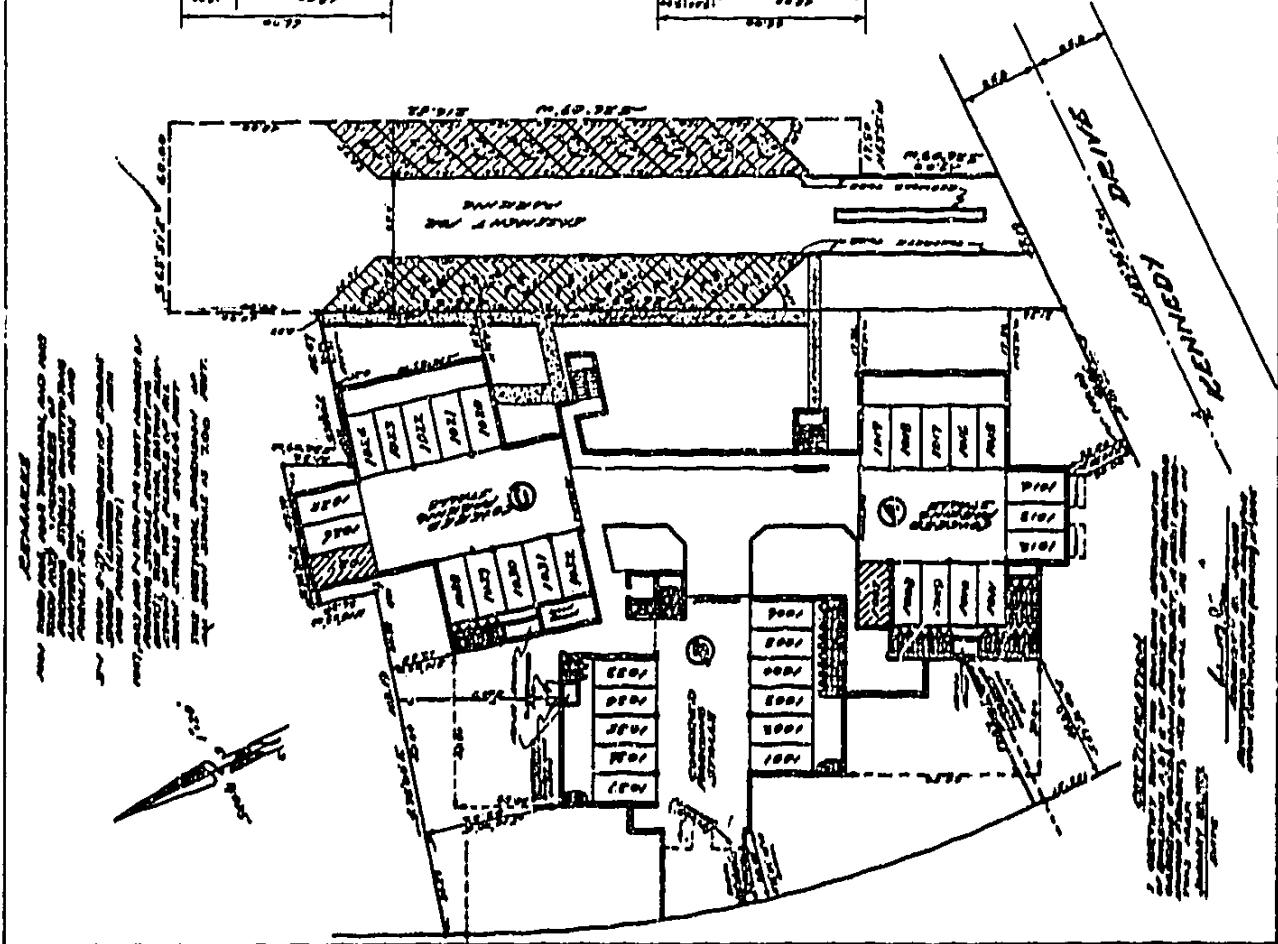
SECTION 101.00
OUTLET SHALL BE 4" DIA. PER SECTION 101.00.
SHALL BE 4" DIA. PER SECTION 101.00.
SHALL BE 4" DIA. PER SECTION 101.00.

SEE SHEET NO. 1 FOR GENERAL AND PARTIAL DETAILS.
SEE SHEET NO. 2 FOR PARTIAL DETAILS OF CONCRETE.
SEE SHEET NO. 3 FOR PARTIAL DETAILS OF CONCRETE.



BUILDING 211-C
THIRD FLOOR PLAN
SCALE SECTION 1/8" = 1'-0"

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CAYWOOD GARAGE CONDONATION PROJECT

RECORDED AT 15-00-543

APPROVED BY BOARD OF SUPERVISORS

RECORDED AT 15-00-543

DATE OF APPROVAL 10-14-76

BY BOARD OF SUPERVISORS

APPROVED BY BOARD OF SUPERVISORS

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