

*** PLEASE NOTE ***
HIGHLIGHTED ITEMS
P65 603 + 607 - 608

Estimated	123323	Book	M56
Page No.	123323		
Page No.	5-27-74	at 11:02	597-614
Security Title Co			
Summit Co. Recorder			
Indexed	19.00	by	Marinda J. Sprung
Abstract	A		

DECLARATION
FOR

EDELWEISS HAUS II
A Condominium Project

THIS DECLARATION is made and executed this 27th day
of MARCH, 1973, by SKIVATIONS, a partnership,
hereinafter designated and referred to as "DECLARANT", pursuant
to the provisions of the Utah Condominium Act:

WITNESSETH:

WHEREAS, Declarant is the owner of the following
described parcel of real property which is situated in Summit County,
Utah, and which is described as follows:

Beginning 1302.00' East and 371.00' North
from the Southwest Corner of Section 9, Township
2 South, Range 4 East, Salt Lake Base and Meridian,
and running thence South 34° 30' East 117.27' feet;
Thence South 55° 30' West 75.00 feet; Thence North
34° 30' West 24.06 feet; Thence South 57° 55' 28"
West 112.99 feet; Thence North 34° 30' West 88.94
feet; thence North 31° 37' 28" West 12.34 feet; Thence
North 60° 23' 14" East 118.48 feet; Thence North 55°
09' 22" East 69.22 feet; Thence South 34° 30' East
3.15 feet to the point of beginning.

WHEREAS, the aforesaid property consists or will consist
of the land described above together with two (2) building and appurtenant
amenities, facilities and improvements as more specifically delineated on the
attached Exhibits which are incorporated in this Declaration, and

WHEREAS, Declarant will undertake construction of such structure and certain other improvements upon the said premises in accordance with the Record of Survey Map filed herewith and dated the 21st day of May, 1974, consisting of 3 sheets and prepared and certified to by Hooper Knowlton Jr., a duly registered Engineer and Utah Land Surveyor, which structure and improvements are to be known as Edelweiss Haus II, and

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above described property and the said structure and other improvements being constructed thereon, together with all appurtenances thereto, to the provisions of the Utah Condominium Ownership Act, as a Condominium Project to be known as the Edelweiss Haus II, and

WHEREAS, Declarant desires and intends to sell the fee title to the individual units which are to contained in said Condominium Project, together with the undivided ownership interests in the common areas and facilities appurtenant thereto, to various purchasers, subject to the covenants, restrictions and limitations herein reserved to be kept and observed, provided, that Skivations will retain title to certain areas as designated, the same to be leased to the Condominium Project.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Declaration respecting the divisions, covenants, restrictions, limitations, conditions and uses to which the property submitted to said Condominium Project shall hereafter be subject:

PART I: DEFINITIONS

BOOK 56 PAGE 598

A. The term "The Act" shall mean and refer to the Utah Condominium Ownership Act, as the same may be amended from time to time.

B. The term "The Condominium Project" shall mean and refer

to the above described tract of land, together with all improvements and appurtenances located and/or to be located thereon or belonging thereto, which land, improvements and appurtenances shall be known and identified as the Edelweiss Haus II, provided that title to specific designated areas shall be retained by Skivations.

C. The term "Record of Survey Map" shall mean and refer to that certain Record of Survey Map filed with this Declaration, dated the 21st day of May, 1974, consisting of 3 sheets, prepared by Hooper Knowlton Jr., a duly registered Engineer and Utah Land Surveyor.

D. The term "Common Areas and Facilities" shall mean and refer to:

- (1) the above described land;
- (2) those common areas and facilities specifically set forth and designated as such in the Record of Survey Map;
- (3) that part of the Condominium Project not specifically included within the respective Units, as hereinafter defined;
- (4) all foundations, columns, girders, beams, supports, main walls, roofs, stairs and stairways, designed and intended to be commonly used by more than one Unit Owner, parking areas, stalls and facilities, yards, gardens, fences, installations of central services and in general all apparatus and installations included within the Condominium Project, existing for common use thereon, therein or in connection therewith which are or may be necessary or convenient to the existence, maintenance, safety and management of the Condominium Project; and

(5) all "Common Areas and Facilities" so defined in the Act, whether or not expressly listed therein.

(6) an easement for one parking space for each Unit on the property shown on the Record of Survey Map described above.

E. The term "Edelweiss Haus II Owners" shall mean and refer to all of the Unit Owners of the Units to be located within the Condominium Project, including the original purchasers and others who may become Unit Owners in the future. It is expressly covenanted and agreed that the Edelweiss Haus II Owners is not a corporation, but an unincorporated group of the Unit Owners bound together by this Declaration and such other agreements as they may make or enter into to accomplish the purposes and objectives contained herein.

F. The term "Unit", also sometimes referred to as "Living Unit", shall mean and refer to one of the Units to be contained within the Condominium Project comprising one of the respective parts of the Condominium Project which is designated as such on the Record of Survey Map and which is intended to be independently owned, encumbered and/or conveyed, including the walls and partitions which are wholly contained within a designated Unit and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings. The paint or other finishings on the inside surfaces of perimeter walls (the exterior walls of the Buildings), shall be deemed to be part of the pertinent Unit, but all other portions of said perimeter walls and all walls common to two or more Units should be deemed to be Common Areas and Facilities. The term "Unit" shall not, however, be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors

and ceilings surrounding such Unit, except as shown otherwise on the Record of Survey Map, nor shall it be deemed to include pipes, wires, conduits or other public utility lines running through such Unit which are utilized for or serve more than one Unit.

G. The term "Unit Owner" shall mean and refer to the legal owner of the Unit, contained within the Condominium Project, as herein defined, together with the undivided ownership interest in the Common Areas and Facilities appurtenant thereto as herein established.

H. The term "Common Expense" shall mean and refer to all items, things, and sums described in the Act which may be lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, Edelweiss Haus II Operating Procedures and Rules and Regulations, hereinafter designated and referred to as the "Operating Procedures," a copy of which is attached hereto marked Exhibit "A" and by reference made a part hereof, and such other agreements and determinations lawfully made and/or entered into by the Edelweiss Haus II Owners and/or the Management Committee provided for herein.

I. The term "Common Profits" shall mean and refer to the balance of all income, rents, profits, and revenues remaining after deduction of common expenses and received by the Edelweiss Haus II Owners or its agents or employees, including, but not restricted to, the Management Committee and the Manager.

J. The term "Management Committee" shall mean and refer to those persons duly elected to such status by the Edelweiss Haus II Owners, as provided by the Operating Procedures. Generally, it is

the intention of Declarant and the Edelweiss Haus II Owners to vest the Management Committee with general authority to do everything reasonably necessary or desirable to manage the Condominium Project, including, but not restricted to, upkeep, maintenance, repair, making improvements, alterations and additions, maintaining an accounting of all income and expenses, paying expenses and charging the same to and collecting the same from Unit Owners, employing counsel, accountants, and employees and determining and paying their compensation, obtaining insurance, entering into employment contracts with a Manager and employees, and having all of the powers and authorities specified or implied in the Act to be vested in a Management Committee.

K. The term "Manager" shall mean and refer to the person, persons, corporation or institution selected by the Management Committee to manage the Condominium Project, who shall be subject to the control of the Management Committee. The duties, authority, and compensation of the Manager shall be determined in the manner set forth in the Operating Procedures.

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

PART II: COVENANTS AND UNDERSTANDINGS

A. Declarant hereby submits the above described property, buildings and other improvements constructed or to be constructed thereon, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project, to be known as the Edelweiss Haus II, It is the

general purpose of Declarant and of the Owners to have the Condominium Project operated and maintained under condominium ownership, as first class apartments and living quarters.

B. This Declaration and the covenants, restrictions, limitations, conditions and uses herein provided shall constitute covenants to run with the land hereby submitted to the Condominium Project and shall be binding upon Declarant and its successors and assigns, and upon all subsequent owners of all or any part of the Condominium Project, and upon their grantees, successors, heirs, executors, administrators, devisees and or assigns.

C. To establish a plan of Condominium Ownership for the Condominium Project, the Condominium Project is hereby divided into the Units described hereafter, which Units together with their appurtenant interests in the Common Areas and Facilities, as hereinafter established, shall constitute separate free hold estates for all purposes provided by the Act.

D. In the event any portion of the Common Areas and Facilities encroaches upon any of the Units, a valid easement shall exist for such encroachment, and for the maintenance of the same, so long as such encroachment exists. In the event the Condominium Project is partially or totally destroyed, and then rebuilt, minor encroachments shall be permitted, as required, upon the Units, and easements for such encroachments and for the maintenance of same, shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

BOOK 56 PAGE 603

E. The Common Areas and Facilities, as hereinabove defined, are hereby set aside for the use and benefit of the respective Unit Owners in accordance with and for all purposes provided by the Act.

F. Each Unit Owner shall own the percentage of undivided interest in the Common Areas and Facilities hereinafter set forth for such Unit Owner's respective Unit:

UNIT DESIGNATION	VOTE	PORTION OF UNDIVIDED OWNERSHIP IN COMMON AREAS AND FACILITIES APPURTENANT TO UNIT
West Building - Building (a)		
East Frontage		
1st Floor	101	1
	102	1
2nd Floor	203	1
	204	1
3rd Floor	305	1
	306	1
4th Floor	409	1
	410	1
West Frontage		
3rd Floor	307	1
	308	1
4th Floor	411	1
	412	1
Office	X	1
Managers Apt.	Y	1
Sauna Bath and Storage	Z	1

East Building - Building (b)
1st Floor

East	118	1	1/27
	117	1	1/27
West	116	1	1/27
	113	1	1/27
	114	1	1/27
	115	1	1/27

2nd Floor

East	224	1	1/27
	223	1	1/27
West	222	1	1/27
	219	1	1/27
	220	1	1/27
	221	1	1/27

Of the total value of the entire Condominium Project, each of the above described Units represents that proportionate part thereof expressed above as the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. Neither this provision nor any other provision contained in this Declaration is intended, however, to prevent a Unit Owner from transferring a part of his Unit, together with the proportionate part of the undivided interest in the Common Areas and Facilities which is appurtenant to the part of the Unit which is so conveyed.

G. The portion of undivided ownership interest in the Common Areas and Facilities appurtenant to each Unit, as set forth in paragraph F. above, shall be and remain appurtenant to such Unit from and after the filing of this Declaration and said proportionate interests may not thereafter be altered without the consent of all of the Unit Owners expressed in an amended Declaration duly recorded in accordance with

this Declaration and the provisions of the Act; provided, however, that the conveyance by a Unit Owner of a part only of his Unit, together with the proportionate part of his undivided interest in the Common Areas and Facilities which is appurtenant to the portion of his Unit so conveyed, shall not be deemed to constitute an alteration within the meaning of this paragraph. The portions of undivided interests set forth above shall be appurtenant to the respective Units to which they have been assigned and shall not, from and after the recording of this Declaration, be separated from such Units or be separately conveyed therefrom, and a proportionate part of each such undivided interest shall be deemed to be conveyed or encumbered with the proportionate part of the Unit to which it is appurtenant even though the description in the instrument of conveyance or encumbrance may refer only to the fee simple title to the Unit itself, or portion thereof.

H. The Condominium Project, including the Common Areas and Facilities appurtenant thereto, shall be managed, operated and maintained by the Edelweiss Haus II Owners, or its designated agent, in accordance with the terms, conditions and provisions of:

- (1) the Act;
- (2) this Declaration;
- (3) the Operating Procedures; and
- (4) all other agreements and determinations lawfully

made and/or entered into by the Edelweiss Haus II Owners and/or the Management Committee respecting the Condominium Project.

I. All agreements and determinations respecting the Condominium Project lawfully made and/or entered into by the Edelweiss Haus II Owners

and the Management Committee, shall be binding upon all of the Unit Owners and upon their successors and assigns. So long as Declarant owns one or more of the Units, it shall be subject to the provisions of this Declaration the same as any other Unit Owner, and Declarant hereby covenants and agrees that it will take no such action which would adversely affect the rights of the other Unit Owners or of the Group with respect to assurances against latent defects in the property subject hereto or other rights assigned to such Owners or the Group by reason of the establishment of the Condominium Project.

J. Notwithstanding anything contained in this Declaration or in any of the Exhibits attached hereto which may be construed to the contrary, it is understood and agreed that each Unit Owner shall have and enjoy the rights and privileges of a fee simple owner of his Unit. There shall be no limitations with respect to who may own any Unit, and its appurtenant interests in the Common Areas and Facilities, it being intended that the Units may and shall be owned as any other property rights by any individual, joint ventures, partnerships, trusts and corporations either as tenants in common or in joint tenancy. Said interests and property rights may be freely alienated, conveyed, deeded and dealt with subject only to the express understandings contained in the Act and in this Declaration, e.g. that the successors shall assume duties and obligations of the prior owners pertaining to common expenses, rules and regulations, and that the interests in the Common Areas and Facilities shall be and remain appurtenant to the respective Units. Further, the Unit Owners may lease or rent their Units and appurtenant rights therein, subject to terms and conditions chosen by the Management Committee, Unit Owner and the Lessee, or Renter through the condominium



rental pool and they shall not be subject to any greater burdens or obligations in choosing tenants than are expressly stated herein, assuming such tenants meet the requirements of Section 8 of Article III of the Operation Procedures. Declarant agrees that it will not impose any more rigorous or burdensome standards or requirements for occupancy of the Units than those set forth in Section 8 referred to above.

~~or leasing of Units by Unit Owners. All rentals and leases shall be under the direction and subject to the rules and regulations of the condominium rental pool.~~

The same rules and regulations shall apply to all units which are placed in the rental pool and all Unit Owners shall be accorded equal rights and duties thereunder.

K. Assessments for necessary maintenance, remodeling, improvement, repair or other reasonable purposes shall be made from time to time by the Management Committee with the discretion of the Management Committee to be governing as to the necessity and/or desirability of the purpose for which such assessments are levied. Assessments for repairs, maintenance and the like may be made at any time as such amounts are deemed necessary, reasonable and proper by the Management Committee. Assessments for remodeling and/or improvements which under ordinary accounting practices would be treated as a capital expenditure, may be made within the discretion of the Management Committee up to the sum of One Thousand Dollars (\$1,000.00) per Unit per improvement in any single calendar year. In the event a greater assessment appears necessary or desirable the Management Committee shall give notice of same to be acted upon by the Unit Owners at any regular or special meeting and it shall be necessary for not less than Sixty percent (60%) of the Unit Owners present or represented at such meeting to approve

same.

BOOK M 56 PAGE 608

Nothing in Paragraph K shall apply to replacement or reconstruction required for damage caused by fire, wind storm, lightning, earth quake or other loss by casualty or act of God. Assessments shall be payable by Unit Owners within Thirty (30) days of the date of notice of same. Failure to pay shall constitute a default by the Unit Owner and collection action may be taken by the Management Committee and/or Condominium Project in accordance with the provisions of the Utah Condominium Act, including if necessary, the sale of the Unit.

L. Rents, issues and profits attributable to the rental of a Unit shall belong to the Unit Owner of each Unit and shall go directly to him; provided, that said rents, issues and profits shall be subject to legal remedies, as in the case of any other assets of a Unit Owner, to enforce his obligations as a Unit Owner.

M. Upon the death of any Unit Owner, the ownership of his Unit, and its appurtenant interest in the Common Areas and Facilities shall pass freely to his heirs or to the takers under his Will.

Whenever there is a change, for any reason, in the ownership of a Unit, or a part thereof, and its appurtenant interest in the Common Areas and Facilities, the Edelweiss Haus II Owners, the Management Committee or the Manager, may require as a condition to recognizing the new Unit Owner, or Owners, as such, that the new Unit Owner, or Owners, accomplish the following:

- (1) furnish evidence substantiating the new ownership, including copies of legal papers, documents or court proceedings; and
- (2) sign an agreement accepting and agreeing to be bound by this Declaration, and the Operating Procedures, and any and all amendments thereto.

N. The Unit Owners shall have the right to amend this Declaration and/or the Record of Survey Map upon the approval and consent of Unit Owners representing not less than two-thirds (2/3) of the undivided interests in the Common Areas and Facilities, which approval and consent shall be by duly recorded instruments.

O. In the event the Condominium Project is destroyed or damaged to the extent of seventy-five (75%) percent or less of the value thereof, the Management Committee shall be responsible for repairing, rebuilding and/or restoring the same to the condition it was in immediately prior to such destruction or damage, and the Management Committee shall, in this connection, be entitled to use the proceeds of any and all insurance policies which it may have had in force on said premises as of the date of such destruction or damage. In the event the Condominium Project is destroyed or damaged to the extent of more than seventy-five (75%) percent of the value thereof, the Unit Owners shall, at a meeting duly and regularly called by the Management Committee for that purpose, determine whether or not said premises should be rebuilt, repaired or disposed of. Unless owners representing not less than seventy-five (75%) percent of the undivided interests in the Common Areas and Facilities agree to the withdrawal of the Condominium Project from the provisions of the Act and to its subsequent disposal, the premises shall be repaired, rebuilt or restored to the same condition as they were in immediately prior to said destruction or damage. In the event the costs of such repair, rebuilding or restoration shall exceed the amount realized by the Management Committee from the proceeds of any insurance policy or policies as above provided, the Unit Owners shall contribute to such costs in relation to their percentage of undivided ownership in the Common Areas and Facilities.

P. The Management Committee shall insure that the Condominium Project is at all times covered by fire, liability and property insurance in the name or names of such person or persons and in such amounts as the Management Committee may from time to time determine to be proper, necessary and adequate. In addition, the individual Unit Owners will be and are hereby encouraged to carry adequate insurance coverage of their own on their respective Units and upon such items of personal property as may be located therein.

Q. Each Unit Owner, tenant and occupant of a Unit, shall comply with the provisions of the Act, this Declaration, the Operating Procedures and all agreements and determinations lawfully made or entered into by the Edelweiss Haus II Owners, and the Management Committee or Manager, when acting within their authority; and any failure to comply with any of the provisions of said Act, Declaration, Operating Procedures, agreements and/or determinations, or of any amendments thereto, shall be grounds for an action by the Edelweiss Haus II Owners or the Management Committee to recover any loss or damage resulting therefrom, or for injunctive relief.

R. It is the intent of the Declarant to hereby submit to the provisions of the Act all of its right, title and interest in and to the hereinabove described property and improvements.

S. It is acknowledged that the Condominium Project will have to be completed after the date of the filing of this Declaration. It is further acknowledged that one or more of the Unit Owners may desire, subsequent to the filing of this Declaration, to either enlarge a Unit owned by them, by acquiring additional floor space from another Unit Owner, or to convey or dispose of a portion of a Unit owned by them. Accordingly, it is hereby

provided that notwithstanding any provision herein contained which may be construed to the contrary, a Unit Owner shall have the right to sell or convey to an interested purchaser any part of a Unit of which he is the legal owner; provided, however, that a portion of a Unit shall in no event be conveyed or transferred separately or apart from the percentage of undivided interest in the Common Areas and Facilities appurtenant thereto; and, provided, further, that the Unit Owner effecting a sale or transfer of a portion only of a Unit shall bear the full costs of the preparation and filing of any and all instruments which may reasonably be required in connection with such conveyance or transfer, including any Amended Declaration and/or Amended Record of Survey Map, if the same is or are for any reason necessary.

T. The furnishings which will be initially placed in each Unit will be in accordance with specifications established by Skivations. In the event a Unit Owner desires to substitute for specified furnishings such substitute or alternate must be approved in writing by Skivations. It shall be the responsibility of the Unit Owner to adequately maintain and/or replace furnishings and the Management Committee shall have the power to direct repair or replacement as it may deem the same to be necessary to maintain all Units in approximate equivalent and presentable condition. Such maintenance shall apply to the interior maintenance of the Unit as well as to the furnishings.

U. It is acknowledged that certain of the Unit Owners may own two or more Units which they may desire to occupy and maintain as though said two or more Units comprised a single Unit, and in connection therewith, said two or more Units may be so operated and maintained, and Owner shall

be entitled to a vote for each Unit as specified in the schedule contained in this Declaration.

V. The Provisions of this Declaration shall be in addition and supplemental to the provisions of the Act.

W. If any provision of this Declaration is determined to be invalid, the remaining provisions thereof shall remain in full force and effect and shall not be affected thereby.

X. SKIVATIONS, a partnership, Norton Parker, whose address is 3081 South State Street, Salt Lake City, Utah, is hereby designated as the person to receive service of process in connection with the Condominium Project for all purposes provided by the Act; provided, however, that the Management Committee shall have the right to appoint a successor or substitute process agent. Such a successor or substitute process agent shall be designated and appointed by duly executed instruments filed in the Office of the County Recorder of Salt Lake County, State of Utah, for attachment to this Declaration.

Y. This Declaration shall take effect upon recording as provided by the Act.

MADE AND EXECUTED THE day and year first above written.

SKIVATIONS

By Jack B. Nelson

ATTEST:

John W. Barry

STATE OF UTAH)
) : ss,
County of Salt Lake)

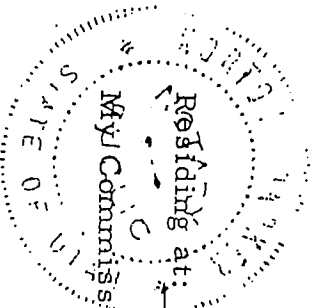
BOOK 56 PAGE 613

On this 27th day of March, 1973, personally

appeared before me Jack B. Munsell & John W. Barry, who
being by me duly sworn did say, that one PARRERS

and that the within and foregoing instrument was signed on behalf of said
partnership by authority of a resolution of its Board of Directors and
the said PARRERS duly
acknowledged to me that said partnership executed the same.

Jack B. Munsell
Notary Public



BOOK M 56 PAGE 614