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Recorded JUL 29 1974 at 2:49 p. m.
Request of Garry Hunt
JERADRA MARTIN, Recorder
Salt Lake County, Utah

\$ 210.50 By P. Brown Deputy

REF. 345 So State H-200
84111

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND BY-LAWS

FOR

CAPRI PARK HOMES

This Declaration of Covenants, Conditions, and Restrictions, hereinafter called "Declaration," and the By-Laws which are attached hereto and made a part hereof are made and executed in Salt Lake County, Utah, by Capri Park Management Corporation and by each person or legal entity whose name is subscribed and who has executed this Declaration, hereinafter collectively called "Declarant," for themselves, their successors, grantees, and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, Section 57-8-1, et. seq., (1953 as amended), hereinafter referred to as "Condominium Ownership Act."

WITNESSETH:

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

WHEREAS, the aforesaid property consists of the land above-described, together with certain residential condominium buildings and certain other improvements heretofore constructed upon said premises; and

WHEREAS, twenty-eight residential buildings consisting of a total of 120 residential condominium units and other improvements upon the aforesaid premises have been constructed in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, consisting of two sheets, prepared and certified by Robert B. Jones, a duly registered Utah Land Surveyor; and

WHEREAS, Declarant desires by filing this Declaration and the aforesaid Record of Survey Map to submit the above-described real property and the said buildings and other improvements constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project known as Capri Park Homes; and

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

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of said property and the owners thereof;

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

1. Name of the condominium property:

The name by which the condominium property shall be known is Capri Park Homes.

2. Definitions.

The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context clearly indicates a different meaning therefor:

A. The term "Declarant" shall mean collectively all the persons or legal entities that have an ownership interest in the property described on Appendix A, all of whom have signed an acknowledgement and consent to this Declaration which is attached hereto.

B. The term "The 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 common areas and facilities of the property.

D. The term "Declaration" shall mean this instrument by which Capri Park Homes is established.

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

F. The term "Map" shall mean and refer to the Record of Survey Map of Capri Park Homes, recorded in accordance with Utah Code Annotated Section 57-8-13 (1953 as amended).

G. The term "unit" shall mean and refer to one of the residential units as designated on the Record of Survey Map and in Exhibit B attached hereto. A unit shall include any walls, partitions, and floors which are wholly contained within its vertical and horizontal perimeter and the surfaces of any floors, ceilings, or coverings which

bound it. A unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one unit.

H. The term "unit owner" shall mean the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in the Declaration.

I. The term "unit owners" shall mean and refer to unit owners of Capri Park Homes and includes the original purchasers and others who may subsequently become unit owners.

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 the Declaration and in the Record of Survey Map.

L. The terms "majority" or "majority of unit owners" shall mean the owners of more than 50 percent in the aggregate in interest of the undivided ownership of the common areas and facilities.

M. The term "management committee" shall mean and refer to a committee composed of persons duly elected thereto by the association of unit owners, as provided by this Declaration and the Act in accordance with the By-Laws hereto attached as Appendix C. Said committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the property.

N. The term "manager" shall mean and refer to the person, persons, or corporation selected by the management committee to manage the affairs of the condominium project.

O. The term "common areas and facilities" shall mean and refer to:

1. The above-described land.
2. That portion of the condominium project not specifically

included in the respective units as herein defined.

3. All foundations, columns, girders, beams, supports, main walls, roof, floors, exterior walkways, parking areas, service streets, stalls, and social center recreational areas and facilities, yards, gardens, fences, all installations of power, light, and other utilities to the outlets, and in general all other apparatus, installations, and other parts of the property necessary or convenient to the existence, maintenance, and safety of the common areas, or normally in common use.

4. Those common areas and facilities specifically set forth and designated as such in the Map.

5. All common areas and facilities as defined in the Act, whether or not expressly listed herein except that portion of the condominium project included in the respective units.

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 use of a certain unit or units to the exclusion of the other units.

Q. The term "common expenses" 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 management committee may from time to time adopt, and such determinations and agreements lawfully made and/or entered into by the management committee.

R. 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.

3. Description of property:

A. Description of land.

The tract or parcel of land in Salt Lake County, State of Utah, and more particularly described in Appendix A of this Declaration.

B. General description of buildings.

The residential buildings constituting a part of the condominium project are 28 in number consisting of 26 fourplex buildings and 2 eightplex buildings making a total of 120 residential units.

Each residential unit is designed for use as a single-family residence, and has the exclusive right to use and occupy one or more carports and two patios which are reserved as limited common area for each unit.

All other details involving the respective descriptions and locations of the building and a statement of the number of units and other like details are set forth in the Map which is simultaneously filed of record and incorporated herein by reference.

C. Description of units.

Each residential unit shall consist of:

1. The space enclosed within the undecorated interior surface of its perimeter walls, floors, and ceilings (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate to form a complete enclosure of space including any pipes, ducts, wires, conduits, or structural divisions such as interior walls or partitions which may intervene.
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-supporting 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 unit.
5. All utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the bounds of the unit or not, but not including any space occupied thereby to the extent located outside the bounds of the unit.

Units forming a part of the condominium property are more particularly described on the Map, which shows graphically all the particulars of the buildings; without limiting the generality of the foregoing, the unit designations are set forth in Appendix B attached hereto.

Each unit has immediate access to the common areas and facilities.

Every contract for the sale of a unit and every 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 the Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, in substantially the following fashion:

Unit _____, in Building _____, as shown on the Record of Survey Map for Capri Park Homes appearing in the records of the County Recorder of Salt Lake County, State of Utah, in Book _____, Page _____, of Plats, and as defined and described in the Declaration of Condominium appearing in such records, in Book _____, Page _____, of Records, together with 1/120 of the undivided interest in the common areas and facilities of Capri Park Homes.

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

D. Description of common areas and facilities.

Except as otherwise in this Declaration provided, the common areas and facilities shall consist of all part 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:

1. All structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings, and roofs.
2. Patios, yards, courts, driveways, and carports.
3. The roadways contained therein.
4. 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.

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

6. The limited common areas and facilities hereinafter described.

7. All repairs and replacements of any of the foregoing.

E. 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 includes but is not limited to two patios, and one or more carports 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:

The above-described property, tract of land, building, and other improvements constructed thereon or hereafter to be constructed, together with all appurtenances thereto are hereby submitted 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 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 servitudes shall be binding 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. Statement of purposes, uses, and restrictions:

A. Purposes. The purposes of the condominium property are to provide housing and recreational facilities for the unit owners and their respective families, tenants, guests and servants in accordance with the provisions of the Utah Condominium Ownership Act.

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

1. No part of the condominium property 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.

All occupants of any unit residing permanently therein must be at least 12 years of age.

2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior written consent of the management committee except as is otherwise provided herein.

3. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rates of insurance on the building or units or contents thereof beyond that customarily applicable for residential use, without the prior written consent of the management committee. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on the building, 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 and facilities.

4. No unit owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to hang, displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the management committee.

5. No animals, birds, or other pets of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities except for those pets now being kept in units with prior permission. Provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the condominium property upon ten (10) day's notice from the management committee. Provided further that no new pets or animals of any kind shall be kept in Capri Park Homes.

6. No noxious or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

7. Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities, except in a patio or in such manner as not to be visible except from the unit for which such patio is reserved. The common areas and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

9. Except in a unit or patio in such manner as not to be visible except from the unit for which such patio is reserved or (subject to the rules) in other areas specifically designed and intended for such purposes, there shall be no playing, lounging or parking or placing of vehicles, benches, chairs, or items of a similar nature in or on any part of the common areas and facilities.

10. No industry, business, trade, occupation, or possession of any kind, whether for commercial, religious, educational, charitable, or other purposes shall be conducted, maintained, or permitted on any part of the condominium property except such as may be permitted by the management committee and subject to the rules, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that the association of unit owners or the management committee or its agent or representative may place "For Sale" or "For Rent" signs on any units or on the condominium property for the purpose of facilitating the disposal of units by any unit owner, mortgagee, or the association of unit owners.

7. Ownership and use:

A. Ownership of a unit.

Except with respect to any of the common areas and facilities located within the bounds of a unit, each unit owner shall be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix B hereof.

B. Prohibition against subdivision of unit. No unit owner shall, by deed, plat, or otherwise, subdivide or in any manner cause his unit to be separated into tracts or parcels smaller than the whole unit as 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 limited common areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, but subject to 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 on the basis of original value in accordance with the Utah Condominium Ownership Act which are contained in Appendix B hereof.

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 unit shall be subject to and in accordance with the Declaration and the By-Laws. Each unit owner shall maintain the patio and the roof or cover over the same if such exists, the use of which is reserved for his unit. The association of unit owners through the management committee shall maintain all carports.

8. Agent for service of process:

The name and address of the person in Salt Lake County, State of Utah, appointed as agent to receive service of process in matters pertaining to the property as provided under the Utah Condominium Ownership Act is:

Carma F. Reeves
3673 South 805 East No. 2
Salt Lake City, Utah 84106

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

9. Percentage of ownership and voting rights:

The percentage of ownership in the common areas and facilities of the condominium shall be for all purposes, including voting. The common expenses shall be allocated among the unit owners in accordance therewith, except the management committee may assess those units which have the use of more than one carport a greater assessment not to exceed the reasonable cost of maintaining the additional carport. The percentage of ownership in the common areas and facilities shall be as set forth in Appendix B.

10. Easements:

A. The management committee may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, main-

tain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits and wires over, under, along, and through any portion of the common areas and facilities.

B. An easement in favor of each unit owner is hereby established, to permit such owner to attach draperies, pictures, mirrors, and like decorations and furnishings to the interior surfaces of the perimeter and interior walls and ceilings of residential units.

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

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

II. Management:

The business, property, and affairs of Capri Park Homes shall be managed by a management committee consisting of not less than five (5) or more than nine (9) members who are unit owners in the project to be elected as provided in the By-Laws. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, this Declaration, the By-Laws, and/or any amendments subsequently filed thereto; provided however, the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor.

The management committee shall be responsible for the control, operation, and management of the project in accordance with the provisions of the Act, this Declaration, and such administrative, management, and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the committee.

12. Change in Ownership:

Whenever there is a change of ownership of a residential unit and its appurtenant rights, for whatever reason, the management committee or the manager may require as condition to recognizing the new unit owner or owners as such, that the new unit owner or owners furnish evidence substantiating the new ownership and other information that may reasonably be required by the management committee.

13. Assessments:

Every unit owner shall pay his share of the common expenses. Payment thereof shall be in such amounts and at such times as the management committee determines in accordance with the Act, the Declaration, or the By-Laws. There shall be a lien for non-payment of common expenses as provided by Utah Code Annotated Section 57-8-20 (1953 as amended).

In assessing unit owners or requiring them to pay for the building improvements and other improvements of the common areas and facilities following the execution of the Declaration, it is agreed that no assessment for a single improvement in the nature of capital expenditure or no assessment for a single expenditure for maintenance, repair, and upkeep exceeding the sum of \$5,000 in cost shall be made without the same having been first voted on and approved by a majority of owners of the undivided interests in the common areas and facilities. The foregoing sentence shall not apply in connection with the replacement or reconstruction occasioned by fire or other casualty.

14. Destruction or damage:

In the event of damage to or destruction of part or all of the improvements in the condominium project, the following procedure shall apply:

A. If proceeds of the insurance maintained by the management committee are alone sufficient to repair or reconstruct the damaged or destroyed improvements, such repair or reconstruction shall be carried out.

B. If less than 75 percent of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the unit owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the common areas and facilities.

C. If 75 percent or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Com-

mittee 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 percent elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph B above.

D. If 75 percent or more of the project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the unit owners do not, within 100 days after the destruction or damage and by vote of at least 75 percent elect to repair or reconstruct the affected improvements, the management committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the project or any of the units.

15. Taxes:

It is understood that under Utah Code Annotated Section 57-8-27 (1953 as amended) each unit, and its percentage of undivided interest in the common areas and facilities in the project are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law, and that as a result thereof, no taxes will be assessed or payable against the project as such. Each unit owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the common areas and the facilities.

16. Insurance:

The management committee shall secure and maintain the following insurance coverage on the condominium project:

A. Fire and extended coverage. A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the buildings, units, and common areas and facilities, which said policy or policies shall provide for a separate loss payable clause in favor of the mortgagees of each unit, if any. The name of the insured under each such policy shall be in form and substance similar to: "The Management Committee of Capri Park Homes project for the use and benefit of individual owners and mortgagees as their interest may appear."

B. Liability coverage. A policy or policies insuring the management committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to the unit owners, incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the unit owners. Limits of liability under such insurance shall not be less than \$300,000/\$500,000 for bodily injury and shall not be less than \$50,000 for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the management committee and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her, or their action against another named insured.

C. Workmen's compensation to the extent necessary to comply with any applicable laws.

D. Insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design, and use.

E. Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the management committee or its authorized representative.

F. Each unit owner may obtain additional insurance at his own expense; provided however, that no unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the management committee, in behalf of all the unit owners, may realize under any insurance policy which the management committee may have in force on the project at any particular time.

17. Payment of expenses:

Each unit owner shall pay the management committee his allocated portion of the cash requirement deemed necessary by the management committee to manage and operate the condominium project, including the recreational facilities thereof, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the management committee, and if the unit owner shall fail to pay any installment within one month of the time when the same became due, the owner shall pay interest thereon at the rate of 12 percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof.

The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the management committee within 30 days from the end of the accounting year shall determine, in its judgment, is to be paid by all the owners of the condominium project to enable the management committee to pay all estimated expenses and outlays of the management committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings, and improvements, recreational areas and facilities, which sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs, and renovations to common areas and facilities, social center, recreational facilities, snow removal, wages, water and sewer, legal and accounting fees, management fees, expenses and liabilities incurred by the management committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the condominium project. The management committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirement for any year, any liabilities or items of expense which accrued or become payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the management committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

That portion payable by the unit owner in and for such year or for a portion of a year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the unit owner owns an undivided interest in the common areas and facilities, and such assessments, together with any additional sums accruing under this Declaration shall be payable monthly in advance, or in such payments and installments as shall be required by the management committee and at such times as shall be provided by the management committee.

The management committee shall have discretionary powers to prescribe the manner of maintaining and operating the condominium project and to determine the cash

requirements of the management committee to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the management committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the owners, and any expenditures made by the management committee, within the bounds of the Act and this Declaration shall as against the owner be deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the unit and shall default for a period of one month in the payment of any assessments, the management committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner occupying the unit the rent due or becoming due and payment of such rent to the management committee shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount so paid.

Each monthly assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner plus interest at 12 percent per annum, and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

A. A tax and special assessment liens on the unit in favor of any assessment unit, and special district, and,

B. Encumbrances on the owner's interest in the unit (and common areas and facilities) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrancee or prospective encumbrancee of a condominium upon request at a reasonable fee not to exceed ten dollars.

Unless the request for a certificate of indebtedness shall be compiled within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancee holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrancee shall have a lien on such condominium for the amounts paid of the same rank as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which a notice of assessment has been recorded, or other satisfaction thereof, the management committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale by the management committee or by a bank or trust company or title insurance company authorized by the management committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

In the event of foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The management committee or manager shall have the power to bid in the condominium at foreclosure or other sale and to hold, lease, mortgage, and convey the condominium.

18. Mortgage protection:

Notwithstanding all other provisions hereof:

A. The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to paragraph 17 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be

enforced in the same manner as provided herein.

B. No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

C. By subordination agreement executed by a majority of the management committee, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto.

D. The filing of this Declaration shall not be construed to have any adverse effect on any prior mortgagee or other holder of a security interest in any portion of the property described on Appendix A.

19. Maintenance of units:

Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the unit owner shall repair all injury or damages to any unit, or condominium project caused by the act, negligence, or carelessness of the unit owner or that of any lessee or sub-lessee or any member of the unit owner's family or of the family of any lessee or sub-lessee or any agent, employee or guest of the owner of his lessee or sublessee and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the residential unit in good repair, the unit owner shall be responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the residential unit. Without the written permission of the management committee first had and obtained, the unit owner shall not make or permit to be made any structural alteration, improvement, or addition in or to the unit, carport, or to the exterior of the building.

20. Right of entry:

The management committee and its duly authorized agents shall have the right to enter any and all of the units in case of an emergency originating in or threatening such unit or any other part of the project, whether or not the unit owner or occupant thereof is present at the time. The committee and its duly authorized agents shall also have the right to enter into any and all of said units at all reasonable times as required for the purpose of

performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon; provided however, such action is necessary to prevent damage or threatened damage to other units in the project; and provided further that the unit owner affected by such entry shall first be notified thereof if available and if time permits. Management shall as a common expense of the project repair any damage caused by such entry.

21. Administrative rules and regulations.

The management committee shall have the power to adopt and establish by resolution, such building management and operational rules as it may deem necessary for the maintenance, operation, management, and control of the project, the committee may, from time to time by resolution, alter, amend, and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the unit owners such amendment, alteration, and provision shall be taken to be a part of such rules. Unit owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all unit owners and/or occupants of the condominium.

22. Obligation to comply herewith:

Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the management committee or the unit owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof, shall be ground for an action by the management committee to recover any loss or damage resulting therefrom or for injunctive relief.

23. Indemnification of management committee:

Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses, and liabilities whatsoever, including without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said committee. Provided however, a member of the management committee shall not be indemnified for acts of gross negligence or willful misconduct.

24. 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 undivided interest in the common areas and facilities. Provided however, that any amendment which would reduce the undivided interest of any unit owner in the common areas and facilities must be consented to by all unit owners. Any amendment shall be accomplished by the recordation of an instrument wherein the management committee certified that the unit owners representing the required percentage of the undivided interests in the common areas and facilities have approved and consented to any such amendment.

25. Sale or Lease:

A unit owner intending to make a bona fide sale or lease of a unit or any interest therein shall give to the management committee notice of such intention together with the name and address of the intended purchaser or leasee and such other information concerning the intended purchaser or lessee as the management committee may reasonably require.

26. Severability:

The invalidity of any one or more phrases, sentences, clauses, paragraphs, or sections thereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more phrases, sentences, clauses, paragraphs, or sections contained therein should be invalid or should operate to render this agreement invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections had not been inserted.

27. Topical headings:

The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the paragraphs or of the Declaration.

28. Gender:

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical 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.

29. Effective date:

This Declaration shall take effect upon recording.

30. Signature:

This Declaration is executed by those persons or legal entities who have an ownership interest in part or all of the property described on Appendix A, and as a group represent the entire ownership interest in the property described on Appendix A. All such persons or legal entities by signing one of the following signature pages consent and acknowledge as follows:

- A. That they are the sole owner(s) of the unit indicated.
- B. That they agree to be bound by all of the terms and conditions

of this Declaration.

C. That they appoint and authorize M.N. Bird and Carma F. Reeves as President and Secretary, respectively, of Capri Park Management Corporation to sign on their behalf the Owners Certificate of Consent to Record found on the Record of Survey Map which is recorded simultaneously with this Declaration.

IN WITNESS WHEREOF, the Capri Park Management Corporation has executed this instrument this 10th day of July, 1974, and each other person or entity whose name is subscribed below has executed the same on the date appearing next to his signature.

CAPRI PARK MANAGEMENT CORPORATION

BY:

M. N. Bird
M. N. Bird, President

ATTEST:

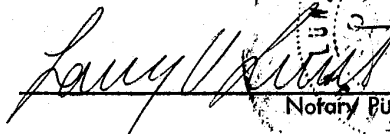
Carma F. Reeves
Carma F. Reeves, Secretary

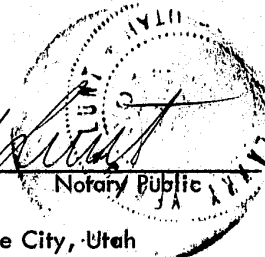
STATE OF UTAH)
) ss:
County of Salt Lake)

On the 10th day of July, 1974, personally appeared before me
M. N. Bird and CARMA F. REEVES who, being by me duly sworn, did say that they
are the President and Secretary, respectively, of Capri Park Management Corporation,
a Utah corporation, and that the foregoing instrument was signed by them on behalf of said
corporation by authority of a resolution of its Board of Directors, and that the said M. N.
BIRD and CARMA F. REEVES duly acknowledged to me that said corporation executed the
same.

My Commission Expires:

15 Sept. 1974


Notary Public
Residing in Salt Lake City, Utah



APPENDIX A
LAND DESCRIPTION
OF
CAPRI PARK HOMES

Beginning at the Northeast Corner of Lot 14, Block 20, Ten Acre, Plat A, Big Field Survey and running thence S 0°11'03" W 57.57 feet; thence S 89°58'47" W 300.00 feet; thence S 0°11'03" W 805.86 feet; thence N 89°59'45" W 464.90 feet; thence N 0°11'21" E 575.48 feet; thence S 89°59'13" W 305.94 feet; thence N 0°11'29" E 287.69 feet; thence N 89°58'42" E 305.93 feet; thence N 0°11'21" E 282.75 feet; thence N 89°58'10" E 562.92 feet; thence S 0°11'12" W 167.79 feet; thence N 89°58'30" E 19.52 feet; thence S 0°11'07" 47.11 feet; thence N 89°58'36" E 5.31 feet; thence S 0°11'12" W 65.53 feet; thence N 89°58'50" E 177.00 feet; thence S 0°11'03" W 2.43 feet to the point of beginning.

APPENDIX B
CAPRI PARK HOMES
Residential Units

<u>Unit No.</u>	<u>Building</u>	<u>Fraction Ownership Common Area</u>	<u>Carport(s) - Assigned Limited Common Area</u>
1	1	1/120	South 14
2	1	1/120	South 15
3	1	1/120	South 13 South 16
4	1	1/120	West 2
5	2	1/120	West 13
6	2	1/120	West 4 West 9
7	2	1/120	West 7 West 8
8	2	1/120	West 16
9	3	1/120	West 12
10	3	1/120	West 20 West 21
11	3	1/120	West 10 West 11
12	3	1/120	West 5 West 17
13	4	1/120	West 18
14	4	1/120	West 25
15	4	1/120	West 6 West 19
16	4	1/120	West 26
17	5	1/120	West 28 West 29
18	5	1/120	West 30
19	5	1/120	West 27
20	5	1/120	West 1 West 23
21	6	1/120	West 32 West 33
22	6	1/120	West 36 West 37
23	6	1/120	West 31
24	6	1/120	West 38 West 39
25	12	1/120	South 8 South 9
26	12	1/120	South 10
27	12	1/120	South 12 West 3
28	12	1/120	South 11
29	12	1/120	South 6 South 7
30	12	1/120	South 5
31	12	1/120	East 56 East 59
32	12	1/120	East 49
33	13	1/120	West 14
34	13	1/120	West 15
35	13	1/120	East 47
36	13	1/120	East 45
37	14	1/120	West 22
38	14	1/120	West 24 West 47
39	14	1/120	East 29
40	14	1/120	East 30 East 60
41	15	1/120	West 34
42	15	1/120	West 35
43	15	1/120	East 26 East 27
44	15	1/120	East 28
45	18	1/120	South 3 South 4
46	18	1/120	East 55
47	18	1/120	South 1 South 2
48	18	1/120	East 57 East 61
49	19	1/120	East 53 East 58
50	19	1/120	East 50
51	19	1/120	East 52
52	19	1/120	East 51
53	20	1/120	East 54
54	20	1/120	East 46

Appendix B
 Capri Park Homes
 Page 2

<u>Unit No.</u>	<u>Building</u>	<u>Fraction Ownership Common Area</u>	<u>Carport(s) - Assigned Limited Common Area</u>
55	20	1/120	East 48
56	20	1/120	East 44
57	21	1/120	East 42 East 43
58	21	1/120	East 38
59	21	1/120	East 40 East 41
60	21	1/120	East 39
61	22	1/120	East 35
62	22	1/120	East 34
63	22	1/120	East 36 East 37
64	22	1/120	East 33
65	23	1/120	East 31
66	23	1/120	East 22
67	23	1/120	East 18
68	23	1/120	East 19 East 32
69	23	1/120	East 23 East 25
70	23	1/120	East 24
71	23	1/120	East 16 East 17
72	23	1/120	East 20 East 21
73	7	1/120	West 40 West 41
74	7	1/120	West 45 West 46
75	7	1/120	West 42
76	7	1/120	West 43 West 44
77	16	1/120	West 50
78	16	1/120	West 51 West 54
79	16	1/120	East 11
80	16	1/120	East 10 East 14
81	24	1/120	East 8 East 9
82	24	1/120	East 5 East 15
83	24	1/120	East 12
84	24	1/120	East 6
85	25	1/120	East 4
86	25	1/120	East 3
87	25	1/120	East 7
88	25	1/120	East 1
89	26	1/120	East 2
90	26	1/120	Center 1 Center 2
91	26	1/120	Center 5
92	26	1/120	Center 4
93	8	1/120	West 53
94	8	1/120	West 68
95	8	1/120	West 49
96	8	1/120	West 52 West 56
97	9	1/120	West 59
98	9	1/120	West 61
99	9	1/120	West 57 West 58
100	9	1/120	West 60
101	10	1/120	West 63 West 64
102	10	1/120	West 66
103	10	1/120	West 62
104	10	1/120	West 65 West 69
105	11	1/120	West 55
106	11	1/120	North 2
107	11	1/120	North 4 West 67
108	11	1/120	North 1 North 3

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Appendix B
 Capri Park Homes
 Page 3

<u>Unit No.</u>	<u>Building</u>	<u>Fraction Ownership Common Area</u>	<u>Carport(s) - Assigned Limited Common Area</u>	
109	17	1/120	Center 6	
110	17	1/120	North 6	North 7
111	17	1/120	Center 3	
112	17	1/120	North 5	
113	27	1/120	North 11	
114	27	1/120	North 12	
115	27	1/120	North 8	North 14
116	27	1/120	North 9	North 13
117	28	1/120	North 10	North 16
118	28	1/120	North 15	
119	28	1/120	North 17	
120	28	1/120	North 18	

APPENDIX C

BY-LAWS

CAPRI PARK HOMES

I. IDENTITY

These are the By-Laws of Capri Park Homes, duly made and provided for in accordance with Utah Code Annotated Section 57-8-16 (1953 as amended) of the Utah "Condominium Ownership Act".

II. APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Capri Park Homes in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the units or the mere act of occupancy or use of any of said units or the common areas and facilities will signify that these By-Laws are accepted, ratified, and will be complied with by said persons.

III. ADMINISTRATION OF CONDOMINIUM PROJECT

1. Place of Meetings. Meetings of the unit owners shall be held in such place within the State of Utah as the management committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The annual meeting of the unit owners shall be held in the first week of August of each year. The management committee may by resolution fix the exact date of the annual meeting at such place as the management committee may deem appropriate.

3. Special Meetings. Special meetings of the association of unit owners may be called at any time by written notice signed by a majority of the management committee, or by owners having thirty percent of the total votes, delivered not less than ten days prior to the date fixed for said meeting. Such meeting shall be held on the project or such other place as the management committee may specify and the notice thereof shall state the date, time, and matters to be considered.

4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 48 hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to each unit owner at the address given by such person to the management committee or the manager for the purpose of service of such notice or to the unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the management committee or manager.

5. Quorum. At any meeting of the unit owners, the owners of more than 50 percent in the aggregate in interest of the undivided ownership of common areas and facilities shall constitute a quorum for any and all purposes, except whereby express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting at which a quorum shall be present any business may be transacted which might have been transacted at all meetings as originally notified.

6. Voting. When a quorum is present at any meeting, the vote of unit owners representing more than 50 percent in the aggregate in interest of the undivided ownership of common areas and facilities, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the management committee, unless the question is one upon which, by express provision of the Act, Declaration, or of the By-

Laws, a different vote is required in which case such express provisions shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing; and in the case of proxies for the annual meeting, they shall be delivered to the secretary prior to said annual meeting. Proxies for special unit owners' meetings must be of record with the secretary prior to said meeting.

7. Waiver of Notice. Any unit owner may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a unit owner in person at any meeting of the unit owners shall be deemed such waiver.

IV. MANAGEMENT COMMITTEE

1. Purpose and Powers. The business, property, and affairs of the Condominium shall be managed and governed by its management committee.

2. Composition of Management Committee. The committee shall be composed of not less than five members or more than nine members. At the first regular owners meeting, one-half of the committee members plus one shall be elected for two-year term and the rest of the committee members for one-year terms. At each annual owners meeting thereafter, any vacant seat on the committee shall be filled with a member elected for a two-year term. Only unit owners and officers and agents of owners other than individuals shall be eligible for committee membership. At the annual meeting, each unit owner may vote his percentage of undivided ownership interest in favor of as many candidates for committee membership as there are seats on the committee to be filled.

Any committee member, after having been properly notified of the meeting, who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has failed to attend at least 25 percent of all committee meetings (whether regular or special) held during any 12-month period shall automatically forfeit his seat. In all cases of vacancy, a majority of the remaining committee members (even though such remaining members may consist of less than a quorum) shall elect a replacement to sit on the committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits his seat as herein provided, a member shall serve on the committee until his successor is elected and qualifies.

3. Regular Meetings. A regular annual meeting of the management committee shall be held immediately after the adjournment of each annual unit owner's meetings. Regular meetings other than the annual meetings, shall be held at regular specified intervals at such places and at such times as either the president or the management committee may from time to time designate. All regular and special meetings shall be open to any owner desiring to attend.

4. Special Meetings. Special meetings of the management committee shall be held whenever called by the president, the vice-president, or by three or more members. By unanimous consent of the management committee, special meetings may be held without call or notice at any time or place.

5. Quorum. A quorum for the transaction of business at any meeting of the management committee shall consist of a majority of the management committee then in office.

6. Compensation. Members of the management committee, as such, shall not receive any stated salary or compensation provided that nothing herein shall be construed to preclude any member of the management committee from serving the project in any other capacity and receiving compensation therefor.

7. Waiver of Notice. Before or at any meeting of the management committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the management committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

8. Adjournments. The management committee may adjourn any meeting from

day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than 30 days.

9. Fidelity Bonds. The management committee may require that all officers and employees of the management committee handling or responsible for funds shall require adequate fidelity bonds. The premium on each fidelity bonds shall be paid by the management committee.

10. Conduct of Meeting. All meetings of the management committee shall be conducted in accordance with Robert's Rules of Order. If immediate action is necessary and in the event the management committee meeting cannot be held, no action shall be taken without the written consent of a majority of the committee members. Such written consent will be kept on file with the other records of the management committee and a reference to the action shall be recorded in the minutes of the next management committee meeting.

V. OFFICERS

1. Designation and Election. The principal officers of the management committee shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be elected by and from the management committee. The management committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the unit owners, provided however, that elections of officers may be held at any other meeting of the management committee.

2. Other Officers. The management committee may appoint such other officers, in addition to the officers thereinabove expressly named, as they shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the management committee.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the management committee.

4. President. The president shall be the chief executive of the management committee, and shall exercise general supervision over its property and affairs. He shall sign on behalf of the condominium project all conveyances, mortgages, and contracts of material important to its business, and shall do and perform all acts and things which the management committee may require of him. He shall preside at all meetings of the unit owners and the management committee. He shall have all of the general powers and duties which are normally vested in the office of the president of the corporation, including but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide to appropriate to assist in the conduct of the affairs of the condominium project.

5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or the vice-president is able to act, the management committee shall appoint some other member thereof to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be prescribed by the management committee.

6. Secretary. The secretary shall keep the minutes of all meetings, which shall be available to any unit owner, of the management committee and of the unit owners; he shall have charge of the books and papers as the management committee may direct; and he shall in general, perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the management committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the management committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the management committee in such depositories as may be from time to time designated by the management committee.

8. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the management committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the management committee before the services are undertaken.

VI. ACCOUNTING

1. Books and Accounts. The books and accounts of the management committee shall be kept under the direction of the treasurer and in accordance with the reasonable standards of accounting procedures.

2. Reports. At the close of each accounting year, the books and records of the management committee shall be reviewed by a person or firm approved by the unit owners. Reports of such review shall be prepared and submitted to the unit owners at or before the annual meeting of the unit owners together with a statement of income and disbursements for such year and also a copy of the budget for the ensuing year. Provided however, that a certified audit by a certified public accountant approved by the unit owners shall be made if at least 75 percent of the owners of the undivided interest in the common areas and facilities determine to do so.

3. Inspection of Books. Financial reports, books of accounts, and minutes such as are required to be furnished or kept shall be available at the principal office of the management committee for inspection at reasonable times by any unit owners.

VII. BUILDING RULES

The management committee shall have the power to adopt and establish, by resolution, such building, management and operational rules as it may deem necessary for the maintenance, operation, management, and control of Capri Park Homes, and the management committee may from time to time by resolution, alter, amend, and repeal such rules and regulations. Unit owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over which they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all unit owners of the condominium project. Provisions of the Utah Condominium Ownership Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part thereof.

VIII. AMENDMENT OF THE BY-LAWS

These By-Laws may be altered, amended, or repealed, at any regular meeting of the unit owners or at any special meeting of the unit owners at which a quorum is present or represented by a vote of unit owners, representing at least two-thirds (2/3) of the ownership in the common areas and facilities, having voting power and acting in person or represented by proxy. Provided, that as a condition of any such alteration, amendment, or repeal, written notice of the proposed alteration, amendment, or repeal shall be given to all unit owners, at least ten days in advance in the case of a regular meeting and in the written notice transmitted in the case of a special meeting.

IX. OPERATION AND MAINTENANCE OF COMDONIMIUM PROJECT

The management committee shall be responsible for the maintenance, control, operation, and management of this condominium project in accordance with the provisions of the Utah Condominium Ownership Act, the Declaration under which the condominium project was established and submitted to the provisions of said Act, these By-Laws, and such other rules and regulations as the association of unit owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the management committee.

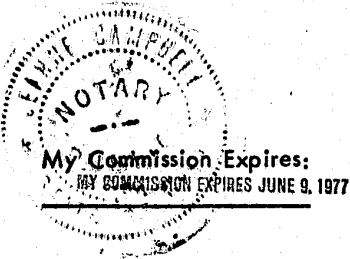
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Continental Bank & Trust Co. (Inc),
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # / of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>The Continental Bank and Trust Co.</u> SALT LAKE CITY, UTAH	
..... Trustee U/A With	
<u>Pauline W. West</u>	<u>July 16, 1974</u>
<u>U. M. Swan</u>	
..... Trust Officer	

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

On this 16th day of July, 1974, personally appeared before me
U. M. Swan, Trust Officer, The Continental Bank & Trust Co., Trustee U/A with Pauline W. West, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Jeanne Campbell
NOTARY PUBLIC
Residing in Salt Lake City

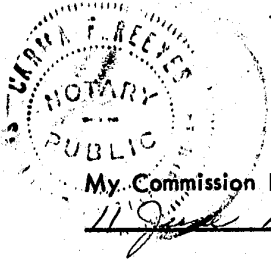
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Lucille K. O'Connor,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 3 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Lucille K. O'Connor</u>	<u>July 13, 1974</u>
_____	_____
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
Lucille K. O'Connor, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

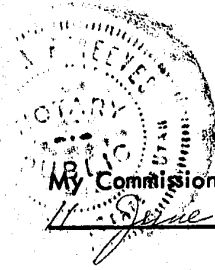
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Betty B. Jensen,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 4 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Betty B. Jensen</u>	<u>June 22, 1974</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Betty B. Jensen, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

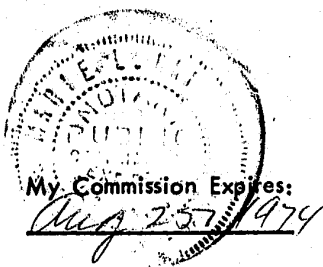
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Lynn K & Catherine A. Young being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 7 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Lynn K. Young</u>	<u>6-19-74</u>
<u>Catherine A. Young</u>	<u>6-19-74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Lynn K & Catherine A. Young, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie L. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, Utah

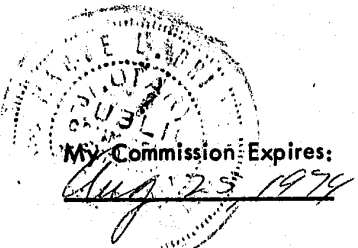
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, June P Park,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 8 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>June P. Park</u>	<u>June 18/74</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me June P. Park, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie L. Buggs
NOTARY PUBLIC
Residing in Salt Lake City, Utah

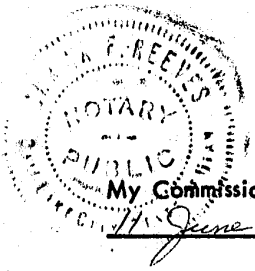
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Dorothy Paulsen,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 9 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

Name	Date Signed
<u>Dorothy Paulsen</u>	<u>June 18, '74</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Dorothy Paulsen, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Corina F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

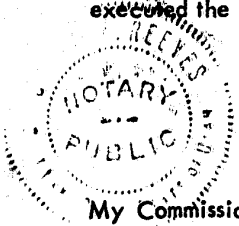
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Eckomae Gilliam A.K.A. Eckomae Anderson being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 10 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Eckomae Gilliam</u>	<u>7/15/74</u>
<u>A.K.A. Eckomae Anderson</u>	
_____	_____

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

On this 15th day of July, 1974, personally appeared before me Eckomae Gilliam A.K.A. Eckomae Anderson, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeres
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

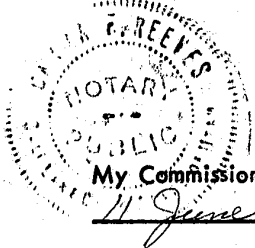
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Todd W. & Mary E. Bechtel being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 11 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Todd W. Bechtel</u>	<u>6-22-74</u>
<u>Mary E. Bechtel</u>	<u>6-22-74</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Todd W. Bechtel and Mary E. Bechtel, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City, Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs. Mildred B. Hammond

The undersigned, Floyd A. Hammond,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 12 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

Name

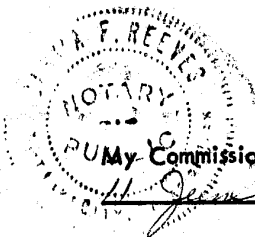
Date Signed

Floyd A. Hammond June 18 - 1974
Mildred B. Hammond June 18, 1974

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

On this 18th day of June, 1974, personally appeared before me

Floyd A. Hammond and Mildred B. Hammond, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



W. F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

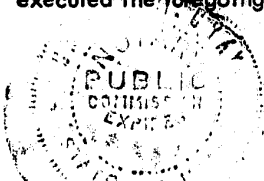
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Erv Wilferd, Utah Enterprises,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 13 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Erv Wilferd,</u> <u>Utah Enterprises</u>	<u>July 15, 1974</u>

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

On this 15th day of July, 1974, personally appeared before me
Erv Wilferd, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



[Signature]
NOTARY PUBLIC
Residing in SALT LAKE CITY, UTAH

My Commission Expires;
MY COMMISSION EXPIRES AUG. 20, 1976

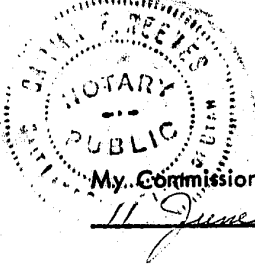
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Leona M. Lyons & Lou Ann Thomas being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 14 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Leona M. Lyons</u>	<u>June 24, 1974</u>
<u>Lou Ann Thomas</u>	<u>June 24, 1974</u>
_____	_____

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

On this 24th day of June, 1974, personally appeared before me Leona M. Lyons & Lou Ann Thomas, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Cynthia F. Beets
NOTARY PUBLIC
Residing in Salt Lake City Utah

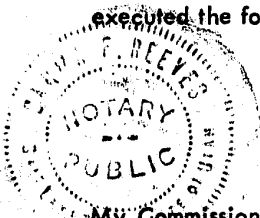
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Alden R. & Helen V. Fox,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 15 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Alden R. Fox</u>	<u>7-13-74</u>
<u>Helen V. Fox</u>	<u>7-13-74</u>
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
Alden R. Fox and Helen V. Fox, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:

11 June 1978

Carmel F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah


Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Ann C. Larkin,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 16 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Ann C. Larkin</u>	<u>June 18-1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Ann C. Larkin, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.


My Commission Expires:
Aug 25, 1974

Mario J. Briggs
NOTARY PUBLIC
Residing in Salt Lake City Utah

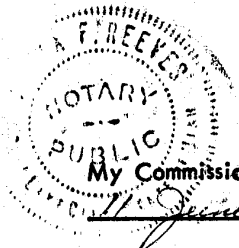
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Vernon A & Lois L Saville,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 17 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Vernon A. Saville</u>	<u>June 21, 1974</u>
<u>Lois L Saville</u>	<u>June 21, 1974</u>
_____	_____

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

On this 21st day of June, 1974, personally appeared before me
Vernon A. Saville and Lois L. Saville, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Cecilia L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

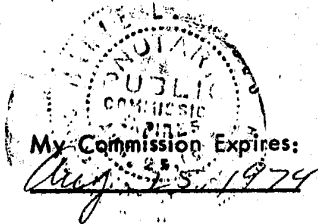
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, James M. and Edna H. Duke, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 18 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>James M. Duke</u>	<u>6/18/74</u>
<u>Edna H. Duke</u>	<u>6/18/74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me James M. and Edna H. Duke, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie L. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, UT

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned,

Clarinda A. Samuelson
David A. Samuelson

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 19 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

Name

Date Signed

David A. Samuelson 6/24-74

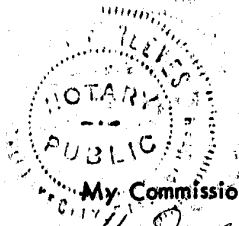
Clarinda A. Samuelson 6/24-74

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

On this 24th day of June, 1974, personally appeared before me

David A. Samuelson & Clarinda A. Samuelson, the person(s)

whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:

11 June 1978

Carroll F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

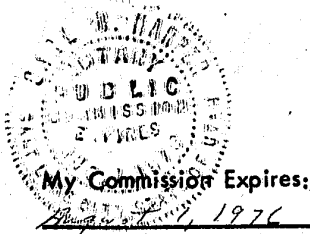
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, W. Wayne Prince & ISABELLE N. PRINCE, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 20 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>W. Wayne Prince</u>	<u>July 20, 1974</u>
<u>Isabelle N. Prince</u>	<u>July 20, 1974</u>
_____	_____

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

On this 20th day of July, 1974, personally appeared before me W. Wayne Prince & Isabelle N. Prince, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carl D. Wagner
NOTARY PUBLIC
Residing in SALT LAKE CITY, UTAH

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

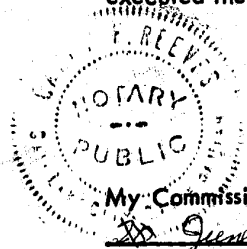
The undersigned, Marjorie W. Kener
Wilford H. Kener

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 21 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Marjorie W. Kener</u>	<u>6-20-74</u>
<u>Wilford H. Kener</u>	<u>6-20-74</u>
_____	_____

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

On this 20th day of June, 1974, personally appeared before me Marjorie H. Kener and Wilford H. Kener, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
20 June 11, 1978

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, VIRGINIA W. CAULFIELD,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 22 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Virginia W. Caulfield</u>	<u>6-24-74</u>
_____	_____
_____	_____

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

On this 24th day of June, 1974, personally appeared before me
Virginia W. Caulfield, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.

Thomas L. Saltas
NOTARY PUBLIC
Residing in Magna, Utah

My Commission Expires:
2/28/76



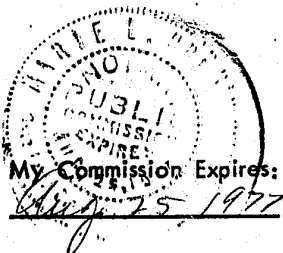
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Gilbert L. Tanner & Virginia H. Tanner being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 23 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Virginia H. Tanner</u>	<u>June 18, 1974</u>
<u>Gilbert L. Tanner</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Gilbert L. & Virginia H. Tanner, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie L. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, Ut.

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

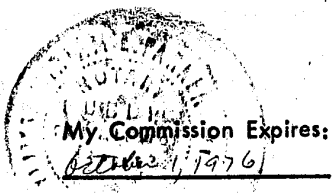
The undersigned, Lillian C. Smith STWROS
Willard H. Smith

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 24 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Lillian C. Smith</u>	<u>6/18/74</u>
<u>Willard H. Smith</u>	<u>6-18-74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Lillian C. Smith and Willard H. Smith, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah

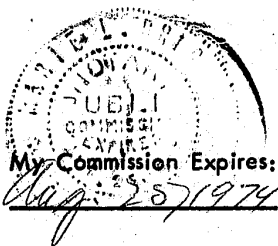
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Melba McKenzie,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 25 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Melba McKenzie</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18 day of June, 1974, personally appeared before me
Melba McKenzie, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Marie L. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, Ut

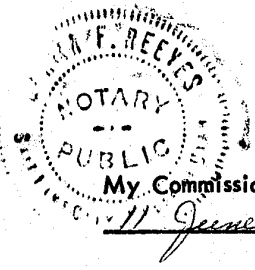
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Alan H. Cartwright & Donald H. Cartwright, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 26 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Donald H. Cartwright</u>	<u>June 18th 74</u>
<u>Alan H. Cartwright</u>	<u>June 18 74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Donald H. Cartwright & Alan H. Cartwright the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carmel F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Edythe A. Bost & Gary E. Allred, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 27 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Edythe A. Bost</u>	<u>July 13, 1974</u>
x <u>Gary E. Allred</u>	_____
_____	_____

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

On this 13th day of July, 1974, personally appeared before me Edythe A. Bost, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

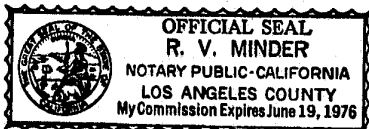


Carme J. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On this 21 day of JULY, 1974, personally appeared before me GARY E. ALLRED, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:

R. V. Minder
NOTARY PUBLIC
Residing in Los Angeles Co.

DOM 3641 PAGE 437

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Leland and Frances Burnham, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 28 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Leland Burnham</u>	<u>June 22, 1974</u>
<u>Frances L. Burnham</u>	<u>" " "</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Leland Burnham and Frances L. Burnham, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Dr. & Mrs. Clyde J. Stober,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 29 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Dr. Clyde J. Stober</u>	<u>6/22/74</u>
<u>Viola A. Stober</u>	<u>6/22/74</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me
Dr. Clyde J. Stober & Viola A. Stober, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:
June 11, 1978

Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

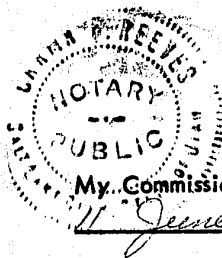
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Margaret G. Smith A.K.A. Margaret Stephens being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 30 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Margaret G. Smith</u>	<u>July 13th 1974</u>
<u>A.K.A. Margaret Stephens</u>	
_____	_____

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

On this 13th day of July, 1974, personally appeared before me Margaret G. Smith - A.K.A. Margaret Stephens, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma J. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Mrs Lois Elaine Redman,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 31 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Mrs Lois Elaine Redman</u>	<u>6-24-74</u>
_____	_____
_____	_____

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

On this 24th day of June, 1974, personally appeared before me
Mrs. Lois Elaine Redman, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

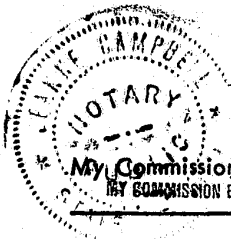
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned The Continental Bank & Trust Co U/A With Sarah Ruth Walker being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 32 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>The Continental Bank and Trust Co.</u> SALT LAKE CITY, UTAH	<u>July 16, 1974</u>
Trustee U/A With	
<u>Sarah Ruth Walker</u>	
<u>U. M. Bean</u>	
Trust Officer	

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

On this 16th day of July, 1974, personally appeared before me U. M. Bean, Trust Officer, The Continental Bank & Trust Co, Trustee u/a with Sarah Ruth Walker, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Jeanne Campbell
NOTARY PUBLIC
Residing in Salt Lake City

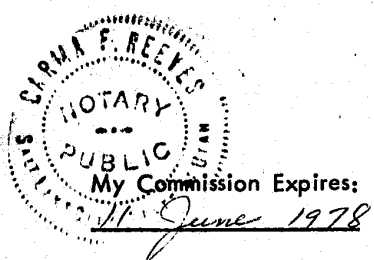
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Johanna F Hollingworth,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 33 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Johanna F Hollingworth</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Johanna F. Hollingworth, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Cirma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

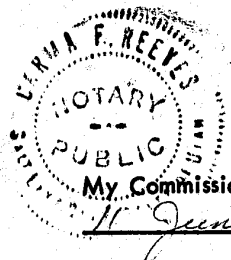
The undersigned, MARGARET E. WILKIE
Mark B. Wilkie

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 34 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Mark B. Wilkie</u>	<u>6/22/1974</u>
<u>Margaret E. Wilkie</u>	<u>6/22/1974</u>

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

On this 22nd day of June, 1974, personally appeared before me Mark B. Wilkie & Margaret E. Wilkie, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Verma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

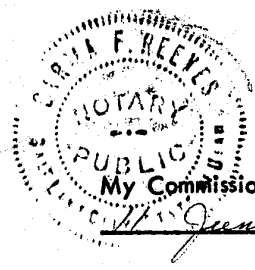
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Harold V. & Melba C. Heard being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 35 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Harold V. Heard</u>	<u>6-24-74</u>
<u>Melba C. Heard</u>	<u>6-24-74</u>
_____	_____

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

On this 24th day of June, 1974, personally appeared before me Harold V. Heard and Melba C. Heard, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Sylvia F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

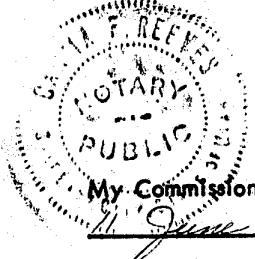
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Vera M Carver,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 36 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Vera M Carver</u>	<u>6/22/74</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Vera M Carver, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



C. F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Shirley Wright and Keith Wright, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 37 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Keith L Wright</u>	<u>6-29-74</u>
<u>Shirley Wright</u>	<u>6-29-74</u>
_____	_____

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

On this 20 day of June, 1974, personally appeared before me Keith L Wright & Shirley Wright, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.


My Commission Expires: 2/21/75

Fern L Crane
NOTARY PUBLIC
Residing in A L C, Utah

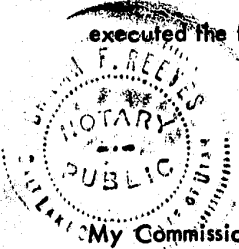
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Mardell D. & Marcelle H. Simpson being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 38 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Mardell D. Simpson</u>	<u>7-13-74</u>
<u>Marcelle H. Simpson</u>	<u>7-13-74</u>
_____	_____

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

On this 13th day of July, 1974, personally appeared before me Mardell D. Simpson & Marcelle H. Simpson, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

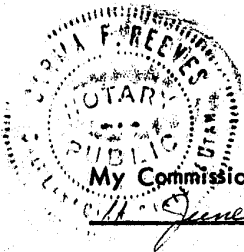
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Marvin & Flora Beckstrom,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 39 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Marvin Beckstrom</u>	<u>June 22, 1974</u>
<u>Flora Beckstrom</u>	<u>" " "</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Marvin Beckstrom and Flora Beckstrom, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Diana F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

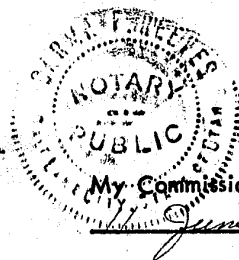
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Edna D. Whipperman,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 40 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Edna D Whipperman</u>	<u>June 24, 1974</u>
_____	_____
_____	_____

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

On this 24th day of June, 1974, personally appeared before me
Edna D Whipperman, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carroll J. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Fern Louise Hunt,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 41 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Fern Louise Hunt</u>	<u>7-13-74</u>
_____	_____
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
Fern Louise Hunt, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carmel S. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

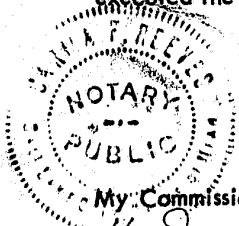
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Ivy L. Bradley & Rosa L. Naccarato & Ivern M. Bradley being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 42 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Ivy L. Bradley</u>	<u>July 14 1974</u>
<u>Rosa L. Naccarato</u>	<u>July 16, 1974</u>
<u>Ivern M. Bradley</u>	<u>July 14 1974</u>

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

On this 14th day of July, 1974, personally appeared before me Ivy L. Bradley, Rosa L. Naccarato & Ivern M. Bradley the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

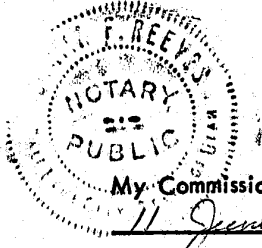
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Vernice V. Nyke,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 43 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Vernice V. Nyke</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Vernice V. Nyke, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Cornel F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

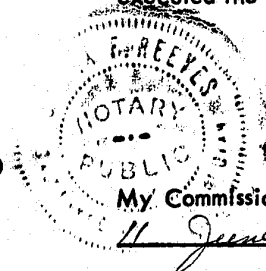
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Widmar D. Clark & Arvilla L. Clark being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 44 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Widmar D. Clark</u>	<u>6-22-74</u>
<u>Arvilla L. Clark</u>	<u>6-22-74</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Widmar D. Clark & Arvilla L. Clark, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carmen L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

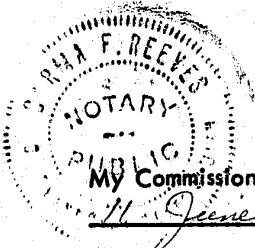
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Carl G. Conrad and Ruth E. Conrad being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 45 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Carl G. Conrad</u>	<u>June 19-1974</u>
<u>Ruth E. Conrad</u>	<u>June 19, 1974</u>
_____	_____

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

On this 19th day of June, 1974, personally appeared before me Carl G. Conrad and Ruth E. Conrad, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



RMA F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

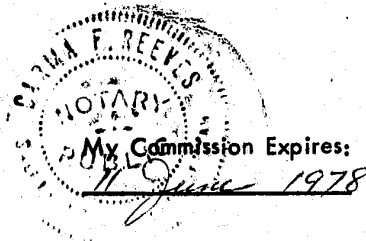
The undersigned, Margie S. Ely Jean S. Greenwood Ethel B. Sanderson James R. Sanderson

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 46 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Ethel B. Sanderson</u>	<u>June 27, 1974</u>
<u>Margie S. Ely</u>	<u>June 22, 1974</u>
<u>Jean S. Greenwood</u>	<u>June 22, 1974</u>
<u>James R. Sanderson</u>	<u>June 22, 1974</u>

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

On this 22nd day of June, 1974, personally appeared before me Ethel B. Sanderson Margie S. Ely - Jean S. Greenwood James R. Sanderson the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Cynthia F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

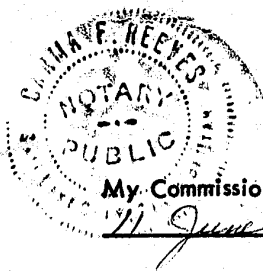
The undersigned, Bruce & Elaine J. McBride,

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 47 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Bruce J. McBride</u>	<u>June 22 '74</u>
<u>Elaine J. McBride</u>	<u>June 22 1974</u>

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

On this 22nd day of June, 1974, personally appeared before me Bruce & Elaine J. McBride, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Cassius L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

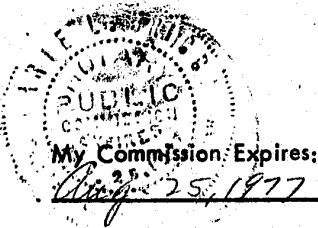
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Leora W. and Byrd R. Eddy,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 48 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Leora W. Eddy</u>	<u>June 18, 1974</u>
<u>Byrd R. Eddy</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18 day of June, 1974, personally appeared before me
Leora W. and Byrd R. Eddy, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Mario L. Puggero
NOTARY PUBLIC
Residing in Salt Lake City, Ut

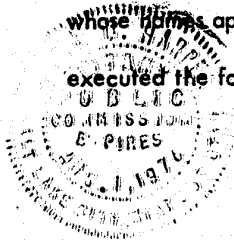
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Bartram A. & Lillian S. Weight, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 49 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Bartram A. Weight</u>	<u>7-13-74</u>
<u>Lillian S. Weight</u>	<u>7-13-74</u>
_____	_____

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

On this 13th day of July, 1974, personally appeared before me Bartram A. Weight & Lillian S. Weight, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carl D. Hanger
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:
August 1, 1976

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Elwood F. and Clarice L. Guyman, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 50 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

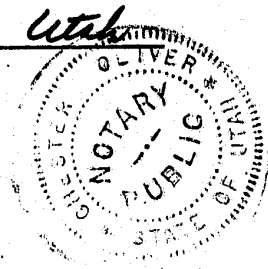
<u>Name</u>	<u>Date Signed</u>
<u>Elwood F. Guyman</u>	<u>6/20/74</u>
<u>Clarice L. Guyman</u>	<u>6/20/74</u>
_____	_____

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

On this 20 day of June, 1974, personally appeared before me Elwood F. Guyman + Clarice L. Guyman, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Chester Oliver
NOTARY PUBLIC
Residing in Orem, Utah

My Commission Expires:
Lifetime



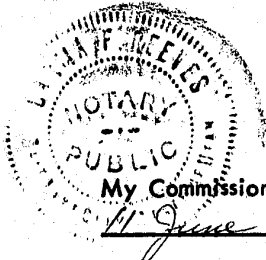
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Leland M. Hayes Mrs. Nellie Hayes being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 51 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Leland M. Hayes</u>	<u>June 22, 1974</u>
<u>Nellie M. Hayes</u>	<u>June 22, 1974</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Leland M. Hayes and Nellie M. Hayes, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Cornelius J. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

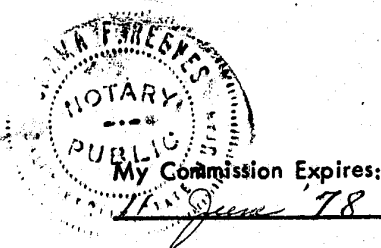
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Blanche COBB,
being owner of part of the property described on Appendix A and the sole owner(s) of Unit # 52 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Blanche COBB</u>	<u>June 22-74</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me
Blanche Cobb, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Corina L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

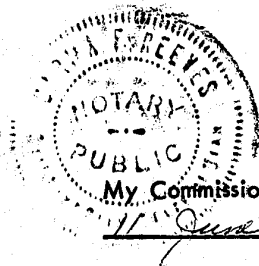
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, William F. & ^{Eva} N. Q. Greene,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 53 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>William F. Greene</u>	<u>7/13/74</u>
<u>Eva N. Q. Greene</u>	<u>7/13/74</u>
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
William F. Greene & Eva N. Q. Greene, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carmen L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

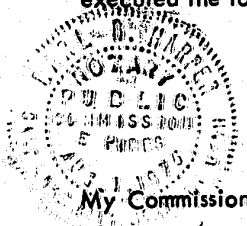
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Leonard C. Wooster,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 54 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Leonard C. Wooster</u>	<u>July 13, 1974</u>
_____	_____
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
Leonard C. Wooster, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Ed D. Hagan
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:
August 1, 1976

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

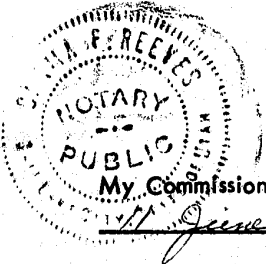
The undersigned, Mae M. Harper
CARL D HARPER

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 55 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Carl D Harper</u>	<u>June 18, 1974</u>
<u>Mae M. Harper</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Carl D. Harper and Mae M. Harper, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Jean P. Vaughn,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # #56 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Jean P. Vaughn #56</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Jean P. Vaughn, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Marie L. Bugas
NOTARY PUBLIC
Residing in Salt Lake County Utah

My Commission Expires:
Aug 25, 1974

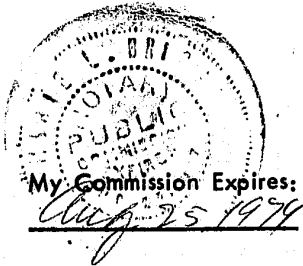
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Miriam E. Parker,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 58 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Miriam E. Parker</u>	<u>June 18, 1974.</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Miriam E. Parker, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Maria T. Briggs
NOTARY PUBLIC
Residing in Salt Lake County Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

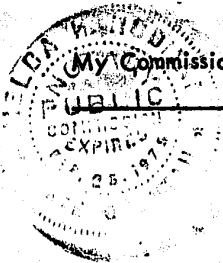
The undersigned, Harold B & Marjorie B. TAYLOR,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 59 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Harold B Taylor,</u>	<u>6-25-74</u>
<u>Marjorie B. Taylor</u>	<u>6-25-74</u>
_____	_____

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

On this 25th day of June, 1974, personally appeared before me
Harold B Taylor, Jr and Marjorie B Taylor, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.

Melba M. Rodman
NOTARY PUBLIC
Residing in Salt Lake City, Utah



My Commission Expires:
Feb. 25, 1975

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Susie Johnson, Myrl Jenkins & Andrea Alger being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 60 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Susie Johnson</u>	<u>July 13, 1974</u>
<u>Andrea Alger</u>	<u>July 13, 1974</u>
<u>x Myrl Jenkins</u>	<u>July 26 1974</u>

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

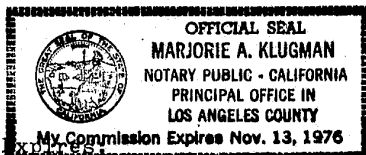
On this 13th day of July, 1974, personally appeared before me Susie Johnson and Andrea Alger, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

STATE OF CALIFORNIA)
COUNTY OF Los Angeles

On this 26 day of July, 1974, personally appeared before me Myrl Jenkins, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



My Commission

Marjorie A. Klugman
NOTARY PUBLIC
Residing in _____

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

ANDREW J. DROTAR and SHEILA LAND, Executrix of the Estate
The undersigned, of JOHN FRANCIS DROTAR, Deceased

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 61 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Andrew J. Drotar</u> Andrew J. Drotar	<u>7-1-74</u>
<u>Sheila P. Land</u> Sheila Land, Executrix of the Estate of John Francis Drotar, Deceased	<u>7-8-74</u>

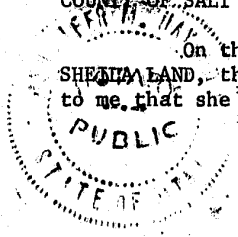
New York
STATE OF ~~UTAH~~)
Broom : ss.
COUNTY OF ~~SALT LAKE~~)

On this 1 day of July, 1974, personally appeared before me Andrew J. Drotar, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Michael A. Palombo
NOTARY PUBLIC
Residing in 22 Crescent Dr. Kirkwood Mo

My Commission Expires:
MICHAEL A. PALOMBO
Notary Public, State of New York
No. 048264775
Residing in Broomfield County
My commission expires March 30, 1976

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)
On this 8th day of July, 1974, personally appeared before me SHEILA LAND, the person whose name appears above, who duly acknowledged to me that she executed the foregoing Declaration for Capri Park Homes.



Jennifer M. Hayward
NOTARY PUBLIC
Residing at Salt Lake City, Utah
My Commission Expires: 5/8/78

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Leah Peterson
Walden S. Peterson

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 62 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

Name	Date Signed
<u>Leah Peterson</u>	<u>June 20 1974</u>
<u>Walden S. Peterson</u>	<u>JUNE 20, 1974</u>
_____	_____
_____	_____

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

On this 20th day of June, 1974, personally appeared before me Leah Peterson and Walden S. Peterson, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carmen L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

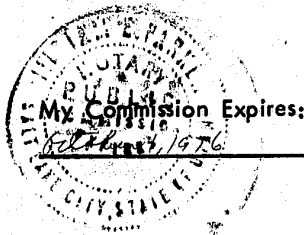
The undersigned, Marion E. De Hen - Andrew De Hen being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 63 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Marion E. De Hen</u>	<u>June 18, 1974</u>
<u>Andrew De Hen</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Marion E. De Hen and Andrew De Hen, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah



Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Alan J. and Ethelene S. Fletcher,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 64 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

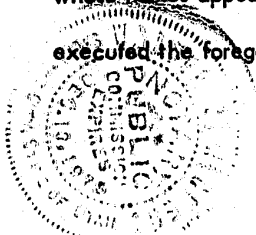
<u>Name</u>	<u>Date Signed</u>
<u>Alan J. Fletcher</u>	<u>June 19, 1974</u>
<u>Ethelene S. Fletcher</u>	<u>June 19, 1974</u>
_____	_____

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

On this 19th day of June, 1974, personally appeared before me

Alan J. and Ethelene S. Fletcher, the person(s)

whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



[Signature]
NOTARY PUBLIC

Residing in Salt Lake City Utah

My Commission Expires:

12/13/75

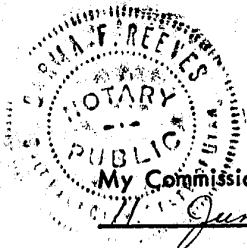
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, McKay Wimmer - Bonnie Wimmer being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 65 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>McKay Wimmer</u>	<u>June 22 - 1974</u>
<u>Bonnie Wimmer</u>	<u>6-22-74</u>

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

On this 22nd day of June, 1974, personally appeared before me McKay Wimmer and Bonnie Wimmer, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Cornelia F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Afton S. Solomon A.K.A. Afton S. Alston being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 66 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Afton S. Solomon</u>	<u>July 13, 1974</u>
<u>A.K.A. Afton S. Alston</u>	
_____	_____

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

On this 13th day of July, 1974, personally appeared before me Afton S. Solomon A.K.A. Afton S. Alston, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

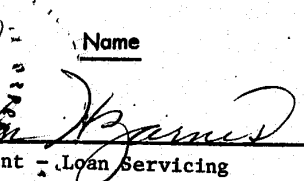


Carina L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

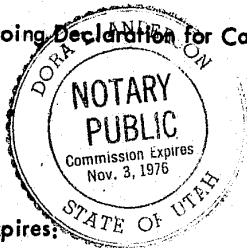
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

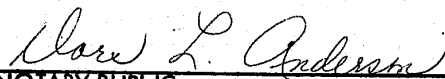
The undersigned, PRUDENTIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 67 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
 Vice-President - Loan Servicing	<u>15 July 1974</u>
_____	_____
_____	_____

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

On this 15th day of July, 1974, personally appeared before me Gordon H. Barnes - Vice President - Loan Servicing PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.




NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:
11-3-76

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

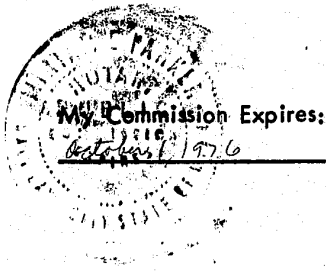
The undersigned, Marie L Briggs,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 68 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Marie L Briggs</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Marie L Briggs, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.

Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah



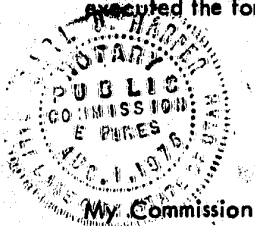
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Clarence & Donald T Babbel,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 69 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Clarence Babbel</u>	<u>7/13/74</u>
<u>Donald T. Babbel</u>	<u>7-13-74</u>
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
CLARENCE Babbel & Donald T Babbel, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carl D Hagen
NOTARY PUBLIC
Residing in SALT LAKE CITY Utah

My Commission Expires:
August 1, 1976

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

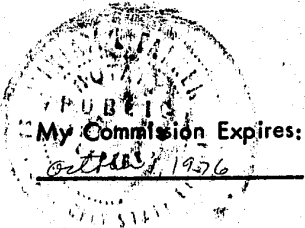
The undersigned, Harold W and Chloë H Raymond,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 70 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Harold W Raymond</u>	<u>6/18/74</u>
<u>Chloë A. Raymond</u>	<u>6/18/74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Harold W. Raymond and Chloë A. Raymond, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah



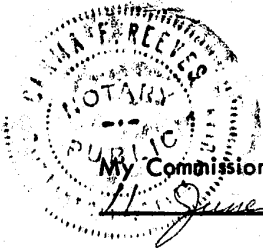
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Elmer L Sims & Velma H Sims being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 71 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Elmer L Sims</u>	<u>June 22, 1974</u>
<u>Velma H. Sims</u>	<u>June 22, 1974</u>

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

On this 22nd day of June, 1974, personally appeared before me Elmer L Sims and Velma H. Sims, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Orma L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

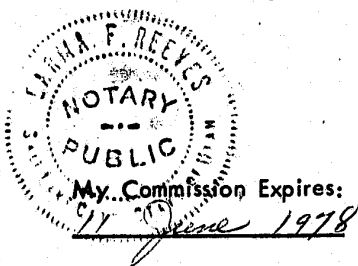
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Annie Jean Morris,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 72 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Annie Jean Morris</u>	<u>6-22-74</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me
Annie Jean Morris, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Emma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Lionel Pugmire and Rheva B. Pugmire being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 23 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Lionel Pugmire</u>	<u>June 18, 1974</u>
<u>Rheva B. Pugmire</u>	<u>June 18, 1974</u>

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

On this 18th day of June, 1974, personally appeared before me Lionel and Rheva B. Pugmire, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Marie L. Bugas
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:
Aug. 25, 1977

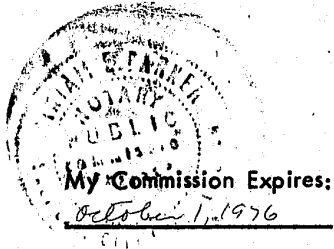
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, James T. Cunningham,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 74 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>James T. Cunningham</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
James T. Cunningham, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Miriam E. Karber
NOTARY PUBLIC
Residing in Salt Lake City, Utah

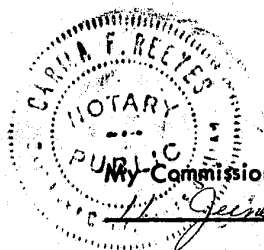
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, W Richard and Alice Johnson,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 75 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>W Richard Johnson</u>	<u>June 18 1974</u>
<u>Alice W. Johnson</u>	<u>June 18, 1974</u>

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

On this 18th day of June, 1974, personally appeared before me
W. Richard Johnson and Alice W. Johnson, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

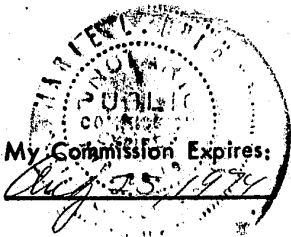
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, John T. Lemmon,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 76 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>John T. Lemmon</u>	<u>6-18-74</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
John T. Lemmon, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Marie T. Bugge
NOTARY PUBLIC
Residing in Salt Lake County, Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Raymond C. & Eileen W. Peacock, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 77 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Raymond C. Peacock</u>	<u>6/18/74</u>
<u>Eileen W. Peacock</u>	<u>6/18/74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Raymond C. and Eileen W. Peacock, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie S. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, Utah

My Commission Expires:
Aug 25, 1974

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, William H. McCafferty & Louis M. McCafferty being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 78 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>William H. McCafferty</u>	<u>June 18, 1974</u>
<u>Louis M. McCafferty</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me William H. & Louis M. McCafferty, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Mario L. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, UT



Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, DONALD A. MACKIEY
MARJORIE C. MACKIEY,

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 79 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Don A. Mackey</u>	<u>June 27th 1974</u>
<u>X Marjorie C. Mackey</u>	<u>June 27th 1974</u>

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

On this 27th day of June, 1974, personally appeared before me Don A. Mackey & Marjorie C. Mackey, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Roland M. Farkness
NOTARY PUBLIC
Residing in 92 E. 7720 So.

My Commission Expires:
4-1-1978

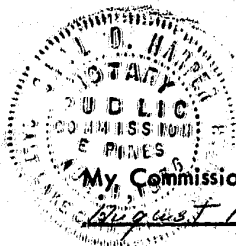
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Garnett S. Hanes & Kathleen Snell
A.K.A. KATHLEEN SNELL TAUFER
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 81 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Garnett S. Hanes</u>	<u>July 14, 1974</u>
<u>Kathleen Snell</u> A.K.A. <u>Kathleen Snell Tauffer</u>	<u>July 14, 1974</u>

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

On this 14 day of July, 1974, personally appeared before me Garnett S. Hanes & Kathleen Snell A.K.A. Kathleen Snell Tauffer the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



William O. Hatten
NOTARY PUBLIC
Residing in SALT LAKE CITY, UTAH

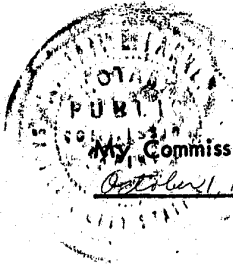
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Clara C. Sidwell and Lane E. Sidwell, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 82 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Clara C. Sidwell</u>	<u>June 18, 1974</u>
<u>Lane E. Sidwell</u>	<u>June 18, 1974</u>

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

On this 18th day of June, 1974, personally appeared before me Clara C. Sidwell and Lane E. Sidwell, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah

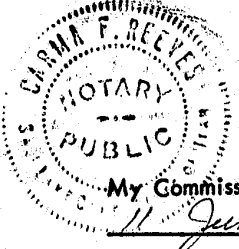
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Eleanor C. Dean, Jas. C. Dean being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 83 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Eleanor C. Dean</u>	<u>25 June 1974</u>
<u>James C. Dean</u>	<u>25 JUNE 1974</u>

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

On this 25th day of June, 1974, personally appeared before me Eleanor C. Dean and James C. Dean, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



My Commission Expires: 11 June 1978

Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City, Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

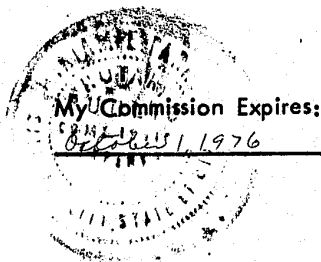
The undersigned, E. R. Huckleberry and Florence B. Huckleberry being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 84 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>E. R. Huckleberry</u>	<u>June 18, 1974</u>
<u>Florence B. Huckleberry</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me E. R. Huckleberry and Florence B. Huckleberry, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.

Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah



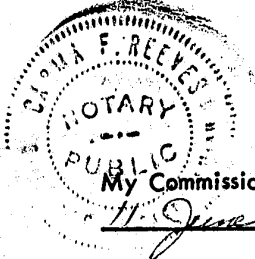
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Sherman K. + Jennie W. Speaks being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 85 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Sherman K. Speaks</u>	<u>22 June 74</u>
<u>Jennie W. Speaks</u>	<u>22 June 74</u>

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

On this 22nd day of June, 1974, personally appeared before me Sherman K. Speaks & Jennie W. Speaks, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Norma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

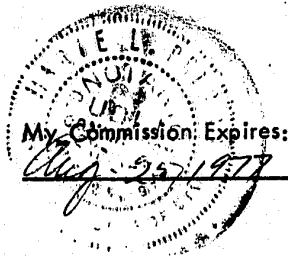
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Arthur M. and Orthelle M. Stokes, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 87 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Arthur M. Stokes</u>	<u>June 23, 1974</u>
<u>Orthelle M. Stokes</u>	<u>June 23, 1974</u>

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

On this 23rd day of June, 1974, personally appeared before me Arthur M. and Orthelle M. Stokes, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Mari T. Briggs
NOTARY PUBLIC
Residing in Salt Lake City, Ut.

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Bertie M. Evans,

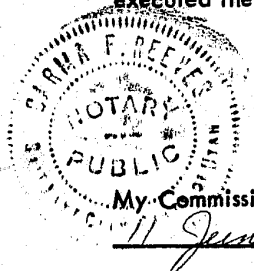
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 88 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Bertie M. Evans</u>	<u>18 June 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Bertie M. Evans, the person(s)

whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



My Commission Expires: 11 June 1978

Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Le Ora C. Larsen,

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 89 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

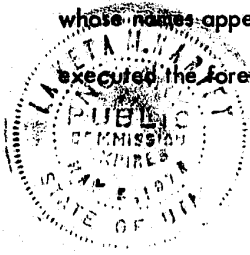
<u>Name</u>	<u>Date Signed</u>
<u>Le Ora C. Larsen</u>	<u>6-24-74</u>
_____	_____
_____	_____

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

On this 24th day of June, 1974, personally appeared before me

Le Ora C. Larsen, the person(s)

whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Loretta M. Darvey
NOTARY PUBLIC
Residing in Salt Lake County

My Commission Expires:
May 25, 1975

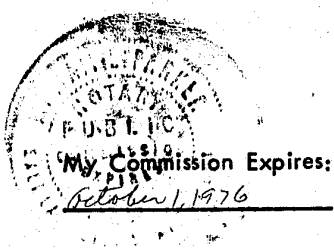
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Bernice D. Olson,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 90 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Bernice D. Olson</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Bernice D. Olson, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah

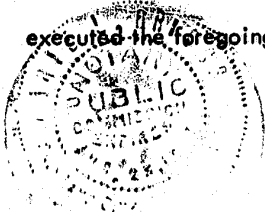
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Wayne E. and Phoebe H. Durrant, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 91 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Phoebe H Durrant</u>	<u>June 19 1974</u>
<u>Wayne E Durrant</u>	<u>June 18 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Phoebe H. and Wayne E. Durrant, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie L. Buggs
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
Aug 25, 1974

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, William F. & Eva N.O. Greene,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 92 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>William F. Greene</u>	<u>7/13/74</u>
<u>Eva N.O. Greene</u>	<u>7/13/74</u>
_____	_____

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

On this 13th day of July, 1974, personally appeared before me
William F. Greene & Eva N.O. Greene, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:
11 June 1978

Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

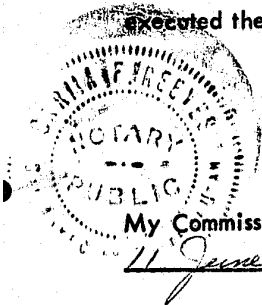
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Max H. Bergmann Elsie M. Bergmann being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 93 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Max H. Bergmann</u>	<u>June 22nd 1974</u>
<u>Elsie M. Bergmann</u>	<u>June 22nd 1974</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Max H. Bergmann and Elsie M. Bergmann the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carrie L. Reese
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Fred C. & Kirsten C. Jewkes being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 94 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Fred Jewkes</u>	<u>6-18-74</u>
<u>Kirsten Jewkes</u>	<u>6-18-74</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Fred C. Jewkes and Kirsten C. Jewkes, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

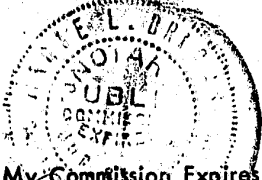
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Gary A. Baker,
being owner of part of the property described on Appendix A and the sole owner(s) of Unit # 95 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Gary A. Baker</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Gary A. Baker, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.


My Commission Expires:
Aug 25, 1974

Marion S. Buggs
NOTARY PUBLIC
Residing in Salt Lake City Utah

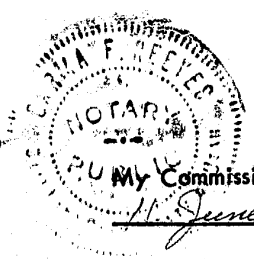
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Melton N. Bird and Virginia S. Bird being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 96 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Melton N. Bird</u>	<u>June 18, 1974</u>
<u>Virginia S. Bird</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Melton N. Bird and Virginia S. Bird, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

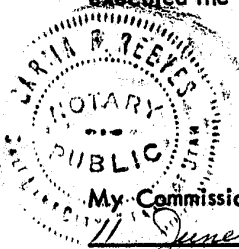
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Raymond H & Ruth A. Chytrous, being owner(s) of part of the property described on Appendix X-A and the sole owner(s) of Unit # 97 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Raymond A. Chytrous</u>	<u>July 13, 1974</u>
<u>Ruth A. Chytrous</u>	<u>July 13, 1974</u>

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

On this 13th day of July, 1974, personally appeared before me Raymond A. Chytrous and Ruth A. Chytrous, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carroll J. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

My Commission Expires:
11 June 1978

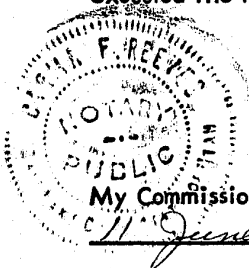
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, WENDYL and HELEN B. ANDERSON, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 98 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Wendyl Anderson</u>	<u>6-21-74</u>
<u>Helen B. Anderson</u>	<u>6-21-74</u>
_____	_____

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

On this 21st day of June, 1974, personally appeared before me Wendyl Anderson and Helen B. Anderson, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carmen L. Reese
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, A.J. AND GRACE T. BIGLER,

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 100 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

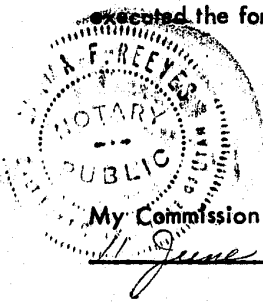
<u>Name</u>	<u>Date Signed</u>
<u>A.J. Bigler</u>	<u>June 27 1974</u>
<u>Grace T. Bigler</u>	<u>June 27-1974</u>
_____	_____

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

On this 27th day of June, 1974, personally appeared before me

A.J. Bigler and Grace T. Bigler, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they

executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:

11 June 1978

Alma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

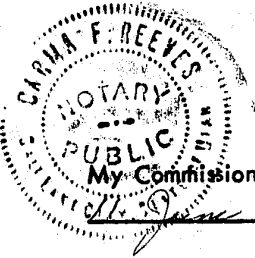
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Marie D. Tipton,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 101 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Marie D. Tipton</u>	<u>June 21, 1974</u>
_____	_____
_____	_____

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

On this 21st day of June, 1974, personally appeared before me
Marie D. Tipton, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

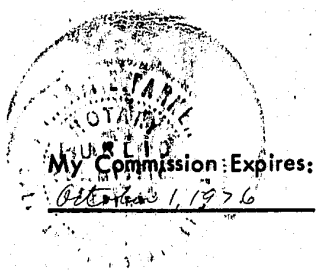
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Anna F. Desmond,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 102 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Anna F. Desmond</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Anna F. Desmond, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah

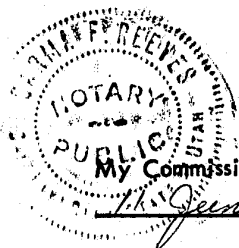
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Margaret M. Jex,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 103 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Margaret M. Jex</u>	<u>June 18 - 74</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Margaret M. Jex, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carole L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

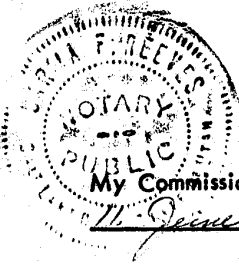
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Alcath L. Potter,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 104 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Alcath L. Potter</u>	<u>June 18, 1974</u>
_____	_____
_____	_____

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

On this 18 day of June, 1974, personally appeared before me
Alcath L. Potter, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Norma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, X Virginia W. Thompson,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 105 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>X Virginia W. Thompson</u>	<u>June 30, 1974</u>
_____	_____
_____	_____

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

On this 30th day of June, 1974, personally appeared before me
Virginia W. Thompson, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:
11 June 1978

Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

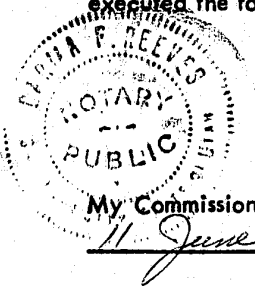
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, X Virginia M. Thompson being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 106 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>X Virginia M. Thompson</u>	<u>June 30, 1974</u>
_____	_____
_____	_____

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

On this 30th day of June, 1974, personally appeared before me Virginia M. Thompson, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

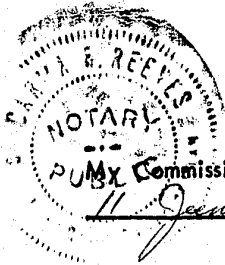
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Elaine E Naylor,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 107 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Elaine E Naylor</u>	<u>June 22, 1974</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me
Elaine E. Naylor, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



James F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

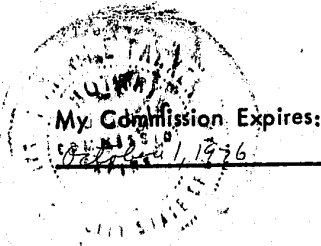
The undersigned, Erma E. Balmforth,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 109 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Erma E. Balmforth</u>	<u>June 18 - 1974</u>
_____	_____
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
Erma E. Balmforth, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.

Miriam E. Parker
NOTARY PUBLIC
Residing in Salt Lake City, Utah



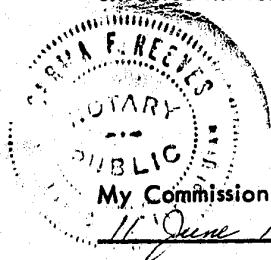
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Horace F. Breinholt & Virginia Breinholt, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 110 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Horace F. Breinholt</u>	<u>June 21, 1974</u>
<u>Virginia J. Breinholt</u>	<u>June 21, 1974</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Horace F. Breinholt and Virginia J. Breinholt, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carma F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

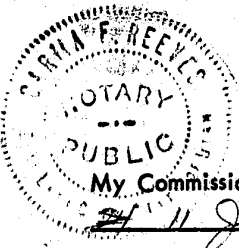
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Aeva G. McPhie,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 111 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Aeva G. McPhie</u>	<u>June 24 1974</u>
_____	_____
_____	_____

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

On this 24th day of June, 1974, personally appeared before me Aeva G. McPhie, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carmin Freever
NOTARY PUBLIC
Residing in Salt Lake City Utah

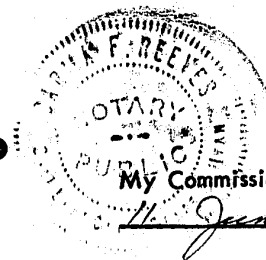
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Sophia B. Hare,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # # 113 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Sophia B. Hare</u>	<u>6-22-74</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Sophia B. Hare, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Carrie L. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

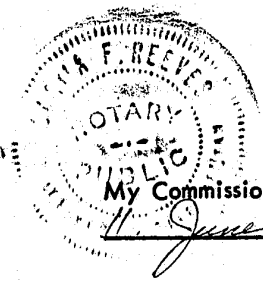
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Rula Mayes,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 114 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Rula Mayes</u>	<u>June 22, 1974</u>
_____	_____
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Rula Mayes, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



My Commission Expires:
11 June 1978

Cecelia F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

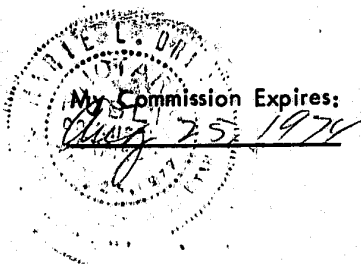
The undersigned, John P. & Lois S Breinholt,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of
Unit # 115 of Capri Park Homes, and each of such person(s) hereby consents to
and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>John P. Breinholt</u>	<u>June 18, 1974</u>
<u>Lois S. Breinholt</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me
John P. & Lois S. Breinholt, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.

Marie T. Bugas
NOTARY PUBLIC
Residing in Salt Lake City, Ut



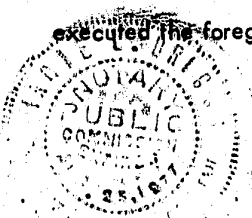
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, MORGAN F. and MARY J. O'CONNELL, being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 116 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Morgan F. O'Connell</u>	<u>June 22, 1974</u>
<u>Mary J. O'Connell</u>	<u>June 22, 1974</u>
_____	_____

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

On this 22nd day of June, 1974, personally appeared before me Morgan F. O'Connell & Mary J. O'Connell, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie L. Briggs
NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:
Aug 25, 1974

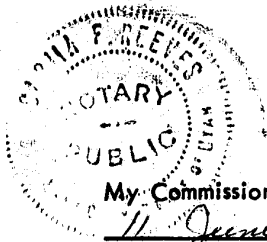
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, Dorothy J. Margulies,
being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 117 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Dorothy J. Margulies</u>	<u>June 26, 1974</u>
_____	_____
_____	_____

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

On this 26th day of June, 1974, personally appeared before me
Dorothy J. Margulies, the person(s)
whose names appear immediately above, each of whom duly acknowledged to me that they
executed the foregoing Declaration for Capri Park Homes.



Carmel F. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

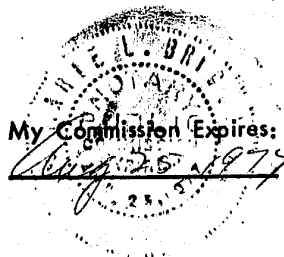
Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs.

The undersigned, James N. & Phyllis Archuletta being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 118 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>James N. Archuletta</u>	<u>June 18, 1974</u>
<u>Phyllis Archuletta</u>	<u>June 18, 1974</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me James N. & Phyllis Archuletta, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Marie S. Brien
NOTARY PUBLIC
Residing in Salt Lake City, Utah

Reference is made to the foregoing Declaration for Capri Park Homes, consisting of 30 separate numbered paragraphs. Rubon N. Davis

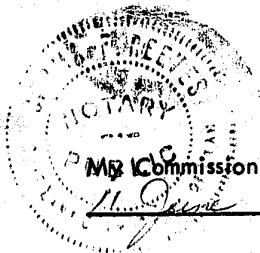
The undersigned, Bessie L. Davis

being owner(s) of part of the property described on Appendix A and the sole owner(s) of Unit # 119 of Capri Park Homes, and each of such person(s) hereby consents to and joins in the foregoing Declaration.

<u>Name</u>	<u>Date Signed</u>
<u>Bessie L. Davis</u>	<u>June 18-1974</u>
<u>Rubon N. Davis</u>	<u>" "</u>
_____	_____

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

On this 18th day of June, 1974, personally appeared before me Bessie L. Davis and Rubon N. Davis, the person(s) whose names appear immediately above, each of whom duly acknowledged to me that they executed the foregoing Declaration for Capri Park Homes.



Corina J. Reeves
NOTARY PUBLIC
Residing in Salt Lake City Utah

