



4. Conditions and Restrictions of Barrington Park, recorded in Book 4634 at Page 977 and two Amended Declarations recorded in Book 4642 at Page 718 and Book 4881 at Page 167, respectively, affecting the Project Property and describing the Development Property. In addition, Declarant has caused to be recorded official plats of the Project Property (the "Plats") in the following locations of the Records of the Salt Lake County Recorder:

Barrington Park Plat IA (As Amended) Book 78-3 Page 83  
Barrington Park Plat IB Book 78-3 Page 84  
Barrington Park Plat IIC Book 79-5 Page 199  
Barrington Park Plat IID Book 79-9 Page 317  
Barrington Park Plat IIE Book 80-2 Page 43  
Barrington Park Plat IIF Book 80-2 Page 42  
Barrington Park Plat IIG Book 82-7 Page 56

5. Declarant has conveyed the Common Areas of the Project Property to the Barrington Park Homeowners Association, a Utah non-profit corporation, in order to assure the efficient preservation of the value, desirability and attractiveness of the Project Property. The Association is responsible for the maintenance of the Common Areas, the administration and enforcement of the covenants, conditions and restrictions contained in this Declaration, and the collection and disbursement of funds pursuant to the assessments and charges hereinafter created and referred to.

6. Declarant desires, pursuant to the provisions of Article XIV of the above-referenced Declaration as twice amended, to further amend said Declaration pursuant to a resolution of the Association adopted by not less than 75% of the Class A members and 75% of the Class B members and approved by the owners of all first mortgage liens on the Project Property. This Amended Declaration shall be substituted totally for the earlier Declaration and Amendments, which Amended Declaration shall become effective and binding upon the Project Property upon recordation in the Office of the Salt Lake County Recorder's Office.

DECLARATION

Declarant hereby declares that the Project Property (as that term is hereafter defined) is, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, protection, maintenance and sale of the Project Property and are established and agreed upon for the purpose of enhancing and perfecting the value and attractiveness of the Project Property and every part thereof. All of the limitations, restrictions, easements, conditions, liens, charges, covenants and remedies contained herein shall run with the land, and each estate therein, and shall be binding upon all parties having or acquiring any right, title or interest in the Project Property or any part thereof, and shall be for the benefit of each owner of any portion of the Project Property, or any interest therein and shall inure to the benefit of and be binding upon each successor in interest of the owner thereof.

ARTICLE I

DEFINITIONS

(1) "Additional Property" shall mean those portions of the Development Property, not included as Project Property at the time this Declaration is made, which is available to be converted to Project Property by the Declarant upon the filing for record of an Amended Declaration and a Plat Map describing the Additional Property to be so converted and submitting it to the terms of this Declaration.

(2) "Articles" shall mean the Articles of Incorporation of the Association as said Articles are amended from time to time.

(3) "Association" shall mean and refer to Barrington Park Homeowners Association, a Utah non-profit corporation, its successors and assigns.

(4) "Board" shall mean the Board of Directors of the Association.

(5) "Bylaws" shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

(6) "Common Area" shall mean that portion of the Project Property shown on the final recorded plat of the Project Property which is not within the boundaries of specific numbered Lots and which is or will be owned and maintained by the Association for the common use and enjoyment of the members of the Association, including limited Common Areas. The Common Area is to be conveyed to the Association prior to or concurrently with the first conveyance of a Lot in the Project Property to an owner other than Declarant. The Common Area is described in Exhibit C attached hereto.

(7) "Declarant" shall mean and refer to Barrington Park Joint Venture, a joint venture of Joseph J. Lichtie, Terry C. Diehl, Gary Diehl, Thomas C. Davis, and Walter R. Wood, their successors and assigns.

(8) "Development" shall mean and refer to all of the Development Property as hereinafter defined, including all structures and other improvements located or constructed thereon.

(9) "Development Property" shall mean and refer to all of the real property described in Exhibit A hereto which includes the Project Property and Additional Property which may be made subject to this Declaration at a later time by the filing of an Amended Declaration and a Plat Map in the Salt Lake County Recorder's office.

(10) "Limited Common Area" shall mean and refer to that portion of the Common Area which is reserved for the exclusive use of the owners of adjacent Lots, which areas are designated on the recorded Plat Maps by single cross-hatching and by numbering which identifies the particular Lot to which each Limited Common Area attaches.

(11) "Lot" shall mean and refer to any plot of land shown upon the recorded Plat Map of the Project Property which is enclosed, numbered and specifically described, but which is not designated by cross-hatching. Where appropriate the term "Lot"

shall also include reference to any and all improvements constructed thereon.

(12) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(13) "Mortgage-Mortgagee-Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of the deed of trust; reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

(14) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Project Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

(15) "Plat" or "Plat Map" shall refer to the official Plat Maps of Barrington Park which have been recorded and which are more particularly described in the recitals to this Amended Declaration.

(16) "Private Streets" shall mean and refer to all those portions of the Common Area, except Limited Common Area, providing vehicular access to and from the Lots.

(17) "Project" shall mean and refer to all of the Project Property hereinafter defined including all structures and other improvements located or constructed thereon.

(18) "The Project Property" shall mean and refer to the real property described in Exhibit C and shown on the recorded Plat Maps and shall be deemed to include any additional portions of the Development Property which shall be converted into Project Property by the recording of an Amended Declaration and a Plat Map making the terms of this Declaration applicable to the Additional Property.

## ARTICLE II

### DEVELOPMENT IN PHASES

(1) While these declarations are made with reference to the Project Property, Declarant has an interest in a larger parcel referred to and described herein as the Development Property.

Declarant intends to develop that portion of the Development Property not included in the Project Property, which is defined as the Additional Property, in one additional phase. The development of the Additional Property will be generally of similar kind, quality, style, size and cost as the development of the real property described in the Project Property, except that in such additional development four or more separately owned residences may be connected and the project may include recreational vehicle parking and/or other detached owner assigned parking either open or covered.

Additional Property shall be converted to Project Property when all of the following has occurred: (1) the filing and recording of official Plats thereof with Salt Lake County Recorder, (2) the execution and recordation of supplemental Declarations of Covenants, Conditions and Restrictions with respect thereto, and (3) the conveyance of the Common Area of the Additional Property to the Association and the recording of such deed of conveyance.

Any Additional Property when converted to Project Property will be subject to all of the terms and conditions of these Covenants, Conditions and Restrictions. The persons obtaining Lots on such Additional Property shall have a right to participate in and enjoy the Common Areas described herein and the owners in the Project Property shall have a right to participate in and enjoy the Common Areas of the Additional Property. Declarant shall have an easement pending the completion of construction and development of the Development Property in and to the Common Area of the Project Property to cross over and use the streets, walks and other rights-of-way in the Project Property in connection with construction upon and development of such Development Property and to connect to and use water, sewer drainage, power and other utility lines and systems in the Project Property in connection with such construction and development, provided such connection and use does not overload or exceed the capacity of such utility lines or systems in the Project Property. Declarant covenants to repair any damage

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to the streets or other Common Areas as a result of its use of said easement to complete development of the Development Property. The Additional Property so developed shall, when formally converted to Project Property be considered to be Project Property for purposes of this Declaration as if said Additional Property had been originally included in the Project Property and described herein and prior thereto Owners under the Additional Property shall have no right to use the Project Property nor shall Owners have rights in the Additional Property until it becomes Project Property. Assessments charged to Lot owners of the Additional Property shall not begin and accrue until such time as the Additional Property is formally converted to Project Property.

The right of Declarant to convert Additional Property in phases shall not extend to real property outside of the Development Property and shall be subject to F.H.A. approval. Real property outside of the Development Property shall not be brought within the jurisdiction of the Association except by an amendment as provided herein at Article XIV hereof. The right of Declarant to develop Additional Property in phases as herein provided shall be exercised by Declarant by the recordation of Plat Maps and Amended Declarations on or before December 31, 1983. The maximum number of Lots that may be developed in the Development Property shall not exceed two hundred seventy-eight (278) without an Amendment to this Declaration.

### ARTICLE III

#### PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

(1) Members' Easement of Enjoyment. Every member of the Association shall have a right and non-exclusive easement of enjoyment in and to the Common Area and a non-exclusive easement for ingress, egress and support over and through the private streets. Each such easement shall be appurtenant to and pass with the title to every lot, subject to the following restrictions:

(a) The right of the Association to limit the number of guests and to adopt Association rules regulating the use and enjoyment of the Common Area.

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(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(c) The right of the Association, in accordance with its Articles and Bylaws, which require the consent of two-thirds of each class of member to borrow money for the purpose of improving the Common Area and recreational areas therein, and which require the consent of three-fourths of each class of member to mortgage the Common Area, and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the members hereunder.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been approved by three-fourths (3/4) of the entire Class A membership and three-fourths (3/4) of the entire Class B membership as set forth in Article V hereof.

(2) Delegation of Use. Any member may delegate his rights of enjoyment to the Common Area and the private streets to the members of his family and tenants who reside thereon under a leasehold interest for a term of one (1) month or more, and to his guests; subject, however, to the Bylaws and the Association rules and regulations. Such member shall notify the Secretary in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension in the same manner as the members of the Association as more fully provided in this Declaration.

(3) Parking Rights. The use of the undesignated parking spaces located in the Common Area, exclusive of Limited Common Area, shall be subject to and governed by the Association rules, as the same are in effect from time to time, and shall be assigned by the Association on the basis of need. If any unit does not have its own individual parking space, then the Association shall cause an



-- exclusive easement to be given to each unit of at least one parking space which shall be as near and convenient to said unit as reasonably possible.

(4) Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. The encroachments, however, shall be no greater than one (1) foot and shall not interfere with the use of any improvements on the Lots in question. Said easements of encroachment shall be valid so long as an encroachment exists, and the rights and obligations of owners shall not be altered in any way by said encroachments settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful act or acts of said owner or owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(5) Drainage and Utility Easement. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the Development Property, provided no easement may be granted by Declarant on, upon, in, or under any lot. The Association shall assume and perform all of the duties and obligations undertaken by Declarant in Salt Lake County respecting the use of ponds, streams and drainage systems in and upon the Project Property for flood control purposes and shall be entitled to enter into reasonable agreements with Salt Lake County whereby it agrees to use and maintain the ponds and drainage systems in and upon the Project Property in connection with flood control programs

in Salt Lake County and to make provision for the disposition of water in such ponds, streams and drainage systems.

ARTICLE IV

RESIDENCE AND USE RESTRICTIONS

(1) Single Family Use. Each Lot shall be used for single family residential purposes only, provided, however, that Lots owned by Declarant or its nominee may be used as models and sales offices and construction offices for the purpose of selling the Lots in the Project until all of the Lots thereon are sold by Declarant or its nominee.

(2) Density Restrictions. There shall not be constructed or maintained upon any Lot more than one (1) single family residence with a garage.

(3) Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to outdoor repair of automobiles or other motorized vehicles, shall be carried on upon the Project Property; nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of the Project, or which shall in any way interfere with the quiet enjoyment of the owners of their respective Lots.

(4) Parking Restrictions; Use of Garages. No vehicle which shall not be in operating condition shall be parked or left on any private street or on the Project Property subject to this Declaration other than inside a garage. No automobile, boat, trailer, recreation vehicle, camper, truck or other vehicular machine shall be parked or left on any private street or any part of the Project Property other than the parking area designated by the Association for the storage of such vehicles, a garage, or assigned parking stall. The garages shall be used for the parking of vehicles only and shall not be converted for living or recreational activities.

(5) Signs and Posters. No signs, posters, or display shall be shown or displayed from any Lot excepting one sign of customary design and dimensions which states that the premises are for rent or for sale. Upon written consent of the Association, the

owner of a Lot may maintain one additional sign on a Common Area oriented to the nearest adjacent street. Address, directional signs, identification signs and mailboxes shall be maintained by the Association. Anything contained herein to the contrary notwithstanding, all signs used by the Declarant, its successors or assigns to advertise any part of the Project Property shall be exempt so long as the Declarant owns the Lot upon which such signs are placed.

(6) Installation and Maintenance of Air Conditioners, Television Antennae. No outside television or radio pole, antenna or clothesline (other than a community antenna erected by the Declarant or the Association) shall be constructed, erected or maintained on any building or on any part of the Common Area. No wiring or insulation, no air conditioning or other machine, other than those installed by Declarant during construction of the Project, shall be installed on the exterior of a building or be allowed to protrude through the walls or roof of a building within the Project. Each Lot owner shall have the right to install and maintain a television aerial in the attic area of the building located on his Lot. Each owner shall bear full responsibility for the cost of maintaining his air conditioning unit. Exceptions to this paragraph may be only obtained by a decision by two-thirds of the Board of Directors who shall convene and act within 30 days on any appeal of this section filed with the Board by an Owner.

(7) Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades, or walls shall be erected or maintained around any portion of the building except such as are installed in accordance with the original construction of the Project unless approval for the erection of said article is approved by the Architectural Control Committee.

(8) Commercial Activities; Pets. No business or commercial activities shall be maintained or conducted on any Lot; no animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept on any Lot except that domestic, cats, fish and birds inside bird cages, may be kept as household pets upon any Lot,

provided that they are not kept, bred or raised therein for commercial purposes, or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and birds to two (2) each. The Association shall have the right to prohibit maintenance of any animal which constitutes a nuisance to any other Lot owner. Each owner shall be liable to each and all other owners, their families, guests and invitees, for the damage to persons or property caused by any pet brought upon or kept upon said premises by said owner or by members of his family, guests or invitees, as such liability may be imposed by applicable laws.

(9) Restricted Use of Recreation Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the Project Property; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the Project Property may be maintained thereon, but shall be promptly removed upon completion of the construction.

(10) Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner of a Lot shall permit or cause any trash refuse to be disposed of on any portion of the Project Property.

(11) Exterior Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railing or walls situated on the Project Property, including any part of a Lot or the Common Area, without the prior written consent of the Association.

(12) Compliance With Laws, Etc. Nothing shall be done or kept on a Lot or the Common Area, which might increase the rate of insurance on the Project, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Area which might result in the cancellation of the insurance on the Project or in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. If, by reason of the occupancy or uses of such

premises by the owner, the rate of insurance for the premises shall be increased, the said owner shall become liable for the additional insurance premiums.

(13) Indemnification. Each owner shall be liable to the remaining owners for any damage to the Common Area which may be sustained by reason of the negligence of said owner or of his guests or invitees, to the extent that any such damage shall not be covered by insurance.

(14) Owners' Obligation For Taxes. Each owner shall be obligated to pay any real and personal property taxes, assessed against his respective Lot and the utility charges for said Lot.

#### ARTICLE V

##### THE ASSOCIATION

(1) Formation. The Association shall be incorporated under the name of Barrington Park Homeowners Association as a non-profit corporation under the laws of the State of Utah and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, and the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of such inconsistency, the provisions of this Declaration shall prevail.

(2) Membership.

(a) Qualifications. Each record owner of a Lot, including Declarant, shall be a member of the Association and shall be entitled to one membership for each Lot owned. Ownership of a Lot shall be the sole qualification for membership in the Association. Each owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation.

(b) Members' Rights and Duties. Each member shall have the rights, duties and obligations set forth in this

Declaration, the Articles of Incorporation, the Bylaws and the Association rules, and the Architectural Control Committee rules, as the same may from time to time be amended.

(c) Transfer of Membership. The Association membership of each owner (including Declarant) shall be appurtenant to the Lot giving rights to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon a transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

(3) Voting.

(a) Number of Votes. The Association shall have two (2) classes of voting membership:

Class A - Class A members shall be all the owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is the owner of a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

Class B - The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On December 31, 1983

(b) Joint Owner Votes. The vote for each such Lot must be cast as a unit and fractional votes shall not be allowed. In the event that the joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall

lose the right to vote on the matter in question. If any owner or owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same Lot. In the event more than one (1) vote is cast with respect to a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

(c) Cumulative Voting. Cumulative voting procedures for the election of members to the Board of Directors shall not be employed.

(4) Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board of Directors of the Association shall be appointed by the incorporators or their successors and shall hold office until the first annual meeting, at which time a new Board of Directors shall be elected in accordance with the provisions set forth in the Bylaws.

(5) Powers and Duties of the Association.

(a) Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Utah, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the project, including without limitation:

(i) Assessments. The power to levy assessments on the owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

(ii) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or in behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof. In addition to the foregoing remedies, the Association shall have the right to suspend the voting privileges, suspend the use privileges of the recreational areas, or assess monetary penalties against any owner by reason of any violation by an owner or member of the owner's family or lessee or sublessee or guest, of the Articles, Bylaws, Declaration or Association rules, adopted thereunder, provided, however, that:

A. Any such suspension may not exceed a period of thirty (30) days for any one violation; and

B. Any such monetary penalty shall not exceed Twenty-Five Dollars (\$25.00) for any one violation.

Each suspended or fined owner shall have the right to appeal the action of the Board by filing with the Board written notice of his intention to appeal to the owners. The action by the Board imposing the fine or suspension shall thereupon become ineffective until the suspension shall thereafter be approved by a majority of the owners at a duly called and held regular or special meeting and the owner to be fined or suspended shall have the right to appeal and to be heard at such regular or special meeting.

(iii) Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, subject to the power and obligation of the Board to supervise and regulate the activities of the manager.

(iv) Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable (the "Association rules"). The Association rules shall govern the use of the Common



Area, including but not limited to, the recreational facilities and the private streets, by the owners, by the families of the owners, or by an invitee, licensee, lessee, or contract purchaser of an owner; provided, however, that the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the Common Area. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association rules shall be deemed to be superceded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

(v) Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the owners as practicable and any damage caused thereby shall be repaired by the Association.

(vi) Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way, in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area and for the preservation of the health, safety, convenience and welfare of the owners, for the purpose of constructing, erecting, operating or maintaining:

A. Overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

B. Public sewers, storm water drains, and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

C. Any similar public or quasipublic improvements or facilities.

The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the individuals executing this Declaration, and their issue who are in being as of the date hereof.

(vii) Conveyance or Encumbrance of the Common Area. The power, upon written approval of seventy-five percent (75%) of the Class A members of the Association, and seventy-five percent (75%) of the Class B members of the Association (if any) to grant, convey, hypothecate, encumber, mortgage, abandon, partition, subdivide, or transfer the Common Area; provided, however, that the Association must obtain the prior approval of all holders of first mortgages of record on Lots within the Project. Any transfer of the Common Area shall be to a non-profit or public entity which will function in the same role as the Association functions hereunder in preserving and maintaining the Common Area.

The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area shall not be claimed a transfer within the meaning of this Subparagraph (vii).

(b) Duties of the Association. In addition to powers delegated to it by its Articles, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all owners, and to perform each of the following duties:

(i) Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area and all facilities, improvements and landscaping thereon, including ponds, streams and drainage systems and all other property acquired by the Association. Maintenance of the ponds, streams and drainage systems shall include without limitation reduction of algae, structural integrity of banks, removal of paper, debris, filth and refuse and

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-- maintenance of pumps, circulation and drainage facilities. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or Common Area; provided, however, that the term of any such service contract shall not exceed one (1) year unless approved by the vote or written consent of a majority of Class A members of the Association and a majority of the Class B members of the Association. Notwithstanding the preceding sentence, the Association shall be entitled to enter into the following contracts for terms of longer than one (1) year without said voter approval or written consent:

A. A contract with a public utility provided the rates charged for the materials or services are regulated by the Public Service Commission; provided, however, that the terms of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate; and

B. Prepaid casualty and/or liability insurance policies of not to exceed three (3) years duration, provided that the policy permits short rate cancellation by the insured.

(ii) Exterior Maintenance. Maintain or otherwise provide for the maintenance of the exterior portions of each Lot, including the exteriors of the improvements located on each Lot, in accordance with the provisions of Article X hereof.

(iii) Additional Maintenance Obligations. In addition to the operation, maintenance and management duties of the Association set forth in Paragraph (b) (i) of this section, the Association shall maintain, repair and care for, or provide for the maintenance, care and repair of the sprinkler system and landscaping situated within the median strips located within the Project Property and the parking along 1300 West Street adjacent to the Project Property. If the need for maintenance and repair of the landscaping or sprinkler system as required by this paragraph is caused by the willful or negligent conduct or act of an owner, his family, guests, invitees or other person using or occupying his Lot with his express or implied permission, the cost of such repair and

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.. maintenance shall be added to and become a part of the assessment to which said Lot is subject.

(iv) Taxes and Assessment. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, Federal, State or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

(v) Insurance. Obtain, from reputable insurance companies qualified to do business in the State of Utah, and maintain in effect the following policies of insurance:

A. For the Common Area:

1. Fire and extended coverage insurance covering all improvements, equipment, fixtures and furnishings which are located in the Common Area, in an amount not less than one hundred percent (100%) of the full insurable value thereof (based on current replacement cost). Each policy shall include an escalator clause to assure the increase of policy coverages to cover inflationary replacement cost increases. The proceeds of said insurance shall be applied as provided in Article XI.

2. Comprehensive public liability insurance insuring the Board, the Association and the members of the Association, including Declarant during the time Declarant is a member of the Association, whether Class A or Class B, against liability to, and claims of, the public, the members of the Association and any other person, firm or entity occurring in or upon the Common Area, or based upon, incident to or arising out of (i) the use of the Common Area, or (ii) the activities of the Association. Limits of liability on such coverage shall be as

follows: Not less than one million dollars (\$1,000,000.00) per person and one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury or death and not less than one hundred thousand dollars (\$100,000.00) per occurrence with respect to property damage.

3. Such other insurance including Workmen's Compensation insurance to the extent necessary to comply with any applicable law and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Insurance premiums for any such insurance coverage shall be deemed a common expense to be included in the regular assessments levied by the Association.

B. For the Benefit of the Lot Owners.

Obtain, in form satisfactory to the mortgagees holding first mortgages of record covering Lots, a blanket fire and casualty insurance policy with extended coverage endorsement insuring all the Lots, as that term is defined in Article I, Section (10) hereof, together with all improvements thereon, in an amount equal to one hundred percent (100%) of the full replacement value of all of said Lots and the improvements thereon. Such insurance coverage shall be for the benefit of the owners of said Lots and each of them, and any mortgagee, holder or beneficiary of any mortgage or trust deed or record against said Lots, as their interest shall appear, and the proceeds of said insurance shall be applied as provided in Article XI. The blanket insurance policy shall contain an endorsement which provides that the default of one Lot owner shall not result in the cancellation of insurance for the owners of all other Lots. The Board of Directors shall annually re-evaluate the said insurance coverage to make certain that it covers the full replacement value of the Lots together with the improvements thereon.

(vi) Professional Management. Retain at all times during the term hereof, the services of a professional manager for management of the Project and notify the holders of all first mortgage liens of record on Lots thirty (30) days in advance of any change in the professional management. The Declarant or an agent selected by the Declarant shall manage the Project until the first annual meeting of the owners at which time the owners, by a majority vote, shall determine whether to continue such management arrangements or to select another manager or management agent. The Association may contract with the management company as agent for the performance of maintenance and repair and for the performance of other activities on behalf of the Association, provided that the term of any such contract will not exceed one (1) year, renewable by agreement of the parties for successive one-year periods; and provided further that such contract shall be terminable by the Association for cause upon thirty (30) days' written notice.

(vii) Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

(viii) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee all subject to the provisions of this Declaration.

(ix) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

(6) Personal Liability. No member of the Board, or any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the

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basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

(7) Annual Meeting and Notice. The Association shall hold an annual meeting and the first annual meeting of the Association shall be held not later than six (6) months after the closing of the sale of the first Lot. Thereafter the annual meetings shall be held on the first Tuesday of the month of June, or in the event that that is a legal holiday, on the next day thereafter, which is not a legal holiday, on each succeeding year. Special meetings may be called as provided for in the Bylaws. Notice for all owners' meetings, annual or special, shall be given by regular mail or telegram and shall be given not less than thirty (30) days nor more than sixty (60) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. All meetings shall be held within the Project or as close thereto as practicable at a reasonable place selected by the Board of Directors. The presence at any meeting in person or by proxy of owners entitled to cast more than fifty percent (50%) of the total voting power of each class of membership in the Association shall constitute a quorum, except in the case of a meeting called to change the maximum annual assessment or to impose a special assessment, in which case the sixty percent (60%) of the total voting power of each class of membership in the Association shall be required to be present in person or by proxy. If any meeting cannot be held, because a quorum is not present, the owners present, either in person or by proxy, may as otherwise provided by law, adjourn the meeting to a time less than five (5) days nor more than thirty (30) days from the time the original meeting was called, provided that the quorum requirement for such an adjournment meeting shall be no less than twenty-five percent (25%) of the total voting power of each class of membership in the Association, or thirty percent (30%) of each class of membership in the case of a meeting to change the maximum assessment or to impose a special assessment.

(8) Budgets and Financial Statements. Financial Statements for the Association shall be regularly prepared and

copies shall be distributed to each member of the Association as follows:

(a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

(b) A balance sheet as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the Lot number and the name of the person or entity assessed.

(c) Within thirty (30) days after the close of each fiscal year, the Association, or its agent, shall cause an independent audit of the accounts of the Association by a certified public accountant, and upon completion of the audit cause to be prepared and delivered to each owner and holder of a first mortgage of record within thirty (30) days after completion, a true and correct copy thereof. In addition, the Association shall prepare or cause to be prepared, an annual operating statement reflecting the income and expenditures of the Association for its fiscal year and a copy of said statement shall be distributed to each member and holder of a first mortgage of record within ninety (90) days after the end of each fiscal year.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENT

(1) Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned by it within the project, hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay the Association:

(a) Regular annual assessments or charges; and



(b) Special assessments, such assessment to be established, made and collected as hereinafter provided.

The regular and special assessments together with interest thereon and the cost of collection thereof, (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and attorney's fees, shall also be the personal obligation of each person, firm or entity who was an owner of such Lot at the time when such assessment became due and payable. The personal obligation for delinquent assessments shall not pass to an owner's successors in interest unless expressly assumed by them. Such assumption will not relieve the original obligor of such obligation unless agreed upon in writing by the Association.

(2) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association, the improvement, operation and maintenance of the Common Area, and the performance of the duties of the Association as more fully set forth in this Declaration.

(3) Maximum Annual and Special Assessments.

(a) Maximum Annual Assessments. Maximum annual assessments against all Lots shall commence on the first day of the month following the closing of the first sale of a Lot to a purchaser thereof ("Initiation Date"). The initial maximum annual assessment for each Lot shall be set by the Board. From and after the Initiation Date there shall be assessed against each Lot a maximum annual assessment which shall be paid by all Lot owners, including Declarant for each Lot owned by Declarant, in accordance with the provisions of this Declaration.

(b) Increase in Maximum Annual Assessments. The maximum annual assessment may be increased in only the following manners: If the Board shall at any time estimate that the total amount of funds from the maximum annual assessments shall be insufficient to defray the common expenses of the Association,

including provision for insurance for the benefit of Lot owners as provided at Article V(5)(b)(vi)B and for replacement reserves the Board shall call for a special meeting of the members. The maximum annual assessment for each Lot may be proportionately increased at any such meeting provided not less than 60% of each class of members are present at the meeting and two-thirds of the members of each class vote approval of such increase.

(c) Uniform Assessments. The maximum annual assessment for each Lot shall be determined as follows: Seventy-five percent (75%) of the amount of said common expenses shall be charged to each Lot owner equally and the other twenty-five percent (25%) of said expenses shall be proportionately allocated to each Lot on the basis of the total square feet of living space contained in the living unit on each Lot as a portion of the total square feet of living space in the living units on all Lots, and the respective portion of said twenty-five percent of said expenses shall be charged to each Lot owner. For such purpose, living space shall mean the total interior area of the living units, not including the amount of unfinished basement area determined as of the time said living unit was acquired from the Developer. The assessment so determined shall constitute the maximum annual assessment which can be assessed against the Lots except for special assessments.

The allocation of twenty-five percent (25%) of the common expense based on the area of living space is intended to reflect the difference in the cost of maintaining the exterior surfaces of said living units because of the differences in the size thereof and for this purpose shall be presumed to accurately reflect such difference. Regardless of the difference in the monthly assessments charged to the respective owners, each owner will for all purposes be regarded as having an equal interest in the Common Area.

(d) Special Assessments for Capital Improvements or Repairs.

(i) In the event that the Board shall determine that the maximum annual assessment for a given calendar

.. year is, or will become inadequate to meet the expenses of the Association for capital improvements or repairs only, the Board shall determine the approximate amount necessary to defray such expenses and call a special meeting of the members. The special assessment shall be approved only at such a meeting where not less than 60% of the members of each class are present in person or by proxy and where two-thirds of each class vote to approve such special assessment. The special assessment shall be paid during that calendar year either over the remaining months of the calendar year or immediately as determined by the resolution adopted by the members.

A. Every special assessment shall be levied equally against each Lot without regard to living space.

B. The above provisions with respect to special assessments do not apply in the case where the special assessment against a member is a remedy utilized by the Board by a resolution passed by two-thirds of the Board to reimburse the Association for costs incurred in bringing the member and his Lot into compliance with provisions of the governing instruments for the Project.

(4) Assessment Period. The annual assessment period shall commence on January 1 of each year and terminate December 31 of such year; provided, however, the initial annual assessment period shall commence on the Initiation Date as defined in Section 3 of this Article VI and terminate on December 31 of the year in which the Initiation Date occurs. The first annual assessment and all special assessments shall be adjusted according to the number of months remaining in the calendar year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection.

(5) Notice and Assessment Due Date. Thirty (30) days' prior written notice of annual assessments shall be sent to the owner of every Lot subject thereto. The due dates for annual assessments and special assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the annual assessment or special assessment shall become delinquent if not paid within ten (10) days after the

levy thereof. There shall accrue with each delinquent monthly installment and special assessment, a late charge of ten percent (10%) per annum calculated from thirty days after the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against his Lot as more fully provided herein. Each owner is personally liable for said assessments and no owner of a Lot may exempt himself from liability for his contribution by waiver of the use or enjoyment of any of the Common Areas or by abandonment of his Lot.

(6) Exempt Property. The following property subject to this Declaration shall be exempt from assessments herein:

- (a) The Common Area;
- (b) All properties dedicated to and accepted by a local public agency or authority; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Utah; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessment.

(7) Estoppel Certificate. The Association, upon not less than twenty (20) days' prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association a particular Lot owner is in default under the provisions of this Declaration and further stating the dates to which assessments, regular or special, have been paid by said owner, it being intended that any such certificate delivered pursuant to this section shall be binding upon the Association as of the date of issuance and may be relied upon any prospective purchaser or mortgagee of said owner's Lot.

#### ARTICLE VII

##### ENFORCEMENT OF ASSESSMENTS; LIENS

(1) Right to Enforce. The right to collect and enforce the assessments created hereby is vested in the Association. Each

owner of a Lot upon becoming an owner of such Lot is and shall be deemed to covenant and agree to pay the Association each and every assessment provided for in this Declaration and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said owner. The Board or its authorized representative, may enforce the obligations of the owners to pay the assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity or the Board may exercise the power of sale pursuant to Section (2) of this Article VII, to enforce the liens created hereby. A suit to recover a money judgment for an unpaid assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(2) Assessment Liens.

(a) Creation. There is hereby created a claim of lien on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Lots in the Project pursuant to this Declaration, together with interest thereon at the rate of ten percent (10%) per annum and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the County Recorder. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

(b) Claim of Lien. Upon default of any owner in the payment of any regular or special assessment required hereunder, the

Association may cause to be recorded in the office of the County Recorder in the county in which the project is situated a claim of lien. Said claim of lien shall state the amount of such delinquent sums and other authorized charges' (including the cost of recording such notice), a sufficient description of the Lot against which the same has been assessed, and the name of the record owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and relief of such delinquent sums and charges. The Association may demand and receive the cost or recordation of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and relief as conclusive evidence of the full satisfaction of the sums paid in the notice of delinquent sums.

(c) Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

(d) Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claims of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the owner of the Lot described in such notice of delinquency and claim of lien, and a copy thereof is recorded by the Association in the office of the County Recorder in the county in which the project is located.

(3) Subordination to Certain Trust Deeds. The lien for the assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or mortgage or a deed of trust or mortgage given and made in good faith and for value

.. that is of record as an encumbrance against such given Lot prior to the recordation of a claim of lien for the assessments provided for in this Declaration against such given Lot. The sale or transfer of any Lot shall not affect the assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien on account of assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any owner for delinquent assessments as provided for in this Declaration; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish a lien of such assessment as to payments which become due prior to such sale or transfer.

(4) Mortgage Protection Clause. Notwithstanding any provision of this Declaration to the contrary:

(a) Priority of Mortgage. No breach of the covenants, conditions, or restrictions herein contained, nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior first mortgage or first deed of trust of record made in good faith and for value (a "first mortgage"), but all of said covenants, conditions, and restrictions shall be binding upon and effective against the owner whose title is derived through foreclosure or trust deed sale or otherwise; provided, however, any holder of a first mortgage or any purchaser at a foreclosure sale of a first mortgage, which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot.

(b) Notice of Amendments. The holder of a mortgage of record on a Lot within the Project Property shall be given written notification from the Association thirty (30) days prior to the effective date of any change in this Declaration, any Supplementary Declaration, and the Articles and Bylaws of the Association.

(c) No Restrictions on Sale. Any holder of a mortgage of record which comes into the possession of any Lot pursuant to the remedies provided in the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any restriction on the sale or rental of the mortgaged Lot including, but not limited to, restrictions on the posting of signs stating that the premises are for rent or sale.

(d) Notice of Damage to Project. The Association shall promptly notify, in writing, the holders of all first mortgages of record in the case of substantial damage to or destruction of the Common Area, and shall promptly notify the holders of concerned first mortgages in the case of substantial damage to or destruction of a Lot or Lots. No owner or other person shall have priority over a first mortgagee of record with respect to distribution of insurance proceeds; provided, however, that the foregoing shall not entitle a first mortgagee to prevent payment of proceeds to the Association for use in rebuilding, repair or restoration.

(e) Notice of Condemnation. The Association shall promptly notify, in writing, the holders of all first mortgages of record in the case of the commencement of any condemnation action affecting all or part of the Common Area. In the case of a condemnation action affecting only a Lot or Lots, the Association shall give such notice to the holders of all concerned first mortgages.

(f) Notice of Default. The Association will give written notification to the holders of all first mortgage liens of record of any default by the mortgagor of any Lot in the performance of such mortgagor's obligations under this Declaration, or the Articles and Bylaws of the Barrington Park Homeowners Association which is not cured within sixty (60) days.

(g) Taxes and Insurance. Holders of first mortgages may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against the Common Area and may pay overdue premiums on hazard insurance or secure new



hazard insurance coverage on the lapse of a policy for the Common Area. Upon making said payments, the holders of first mortgages shall be owed immediate reimbursement therefor from the Association.

#### ARTICLE VIII

##### INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

(1) The membership register, books of account and minutes of meetings of the members of the Board and of committees of the Association shall be made available for inspection and copying by any member of the Association or by a holder of a first mortgage or by their duly appointed representatives during normal business hours at the office of the Association or at such other place within the Project as the Board shall prescribe.

(2) The Board shall establish reasonable rules with respect to:

(a) Notice to be given to the custodian of the records by the persons desiring to make the inspection.

(b) Payment of the cost of reproducing copies of documents requested pursuant to this Article.

(3) Every member shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### ARTICLE IX

##### ARCHITECTURAL CONTROL COMMITTEE

(1) Committee Composition. The Architectural Control Committee shall initially consist of three (3) persons to be appointed by the Board. The Board may, in its discretion, from time to time, increase or decrease the size of the Architectural Control Committee; provided, however, that in no event shall the size of the Architectural Control Committee be less than three (3) or more than five (5). Members of the Architectural Control Committee shall be appointed by and serve at the pleasure of the Board. Members appointed to the Architectural Control Committee by the Board shall be members of the Association.

(2) Duties. It shall be the duty of the Architectural Control Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to insure that the improvements constructed on the property by anyone other than Declarant conform to the plans approved by the Architectural Control Committee rules and to carry out all other duties imposed on it by this Declaration.

(3) Plans and Approval. Excepting the interiors of dwelling units, no replacement, addition or alteration of a building, structure, fence, drainage facilities, common landscaping, or common planting shall be effected on any Lot, other than by Declarant, until the plans, specifications and plot plan showing the location and nature of such replacement, addition, alteration, or removal have been submitted to and approved in writing by the Architectural Control Committee; nor shall any exterior painting or decorative alteration be commenced until the Architectural Control Committee has approved the plans therefor, including the proposed color scheme, design thereof, and the quality of materials to be used. The Architectural Control Committee shall not withhold approval of such plans provided they are in harmony with the surrounding structures and topography. All such plans, specifications, and plot plans shall be prepared by an architect, engineer or landscape designer or landscape architect, said person to be employed by the owner making the application at his sole expense. Plans and resubmittals thereof shall be approved and/or disapproved within thirty (30) days. Failure of the Architectural Control Committee to respond to submittal or resubmittal of plans within such period shall be deemed to be an approval of such plans as submitted or resubmitted.

(4) Meetings and Compensation. The Architectural Control Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the members at a meeting or otherwise shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any provision of this Declaration. The Committee shall keep and

maintain a written record of all action taken by it in such meetings or otherwise. Members of the Architectural Control Committee shall not receive any compensation for services rendered.

(5) Architectural Control Committee Rules. The Architectural Control Committee, may from time to time, in its sole and absolute discretion, adopt, amend and repeal by unanimous vote or written consent, rules and regulations, to be known as "Architectural Control Committee Rules". Said rules shall interpret and implement this Declaration by setting forth standards and procedures for Architectural Control Committee review and the guidelines for architectural design, replacements and buildings, landscaping, color schemes, exterior finishes and materials and other similar features which are recommended for use within the Project. Members may challenge the reasonableness of such rules first by appeal directly to the Architectural Control Committee, and thereafter they may seek redress by a civil action challenging the reasonableness of such rules, but members of the Architectural Control Committee shall not be personally liable for any action taken by the Committee in good faith.

#### ARTICLE X

##### MAINTENANCE AND REPAIRS

(1) Duty to Maintain.

(a) Common Area. The Association shall have full power and control and it shall be its duty to maintain, repair and make necessary improvements in the Common Area and the improvements thereon, including, but not limited to, recreational buildings, facilities and improvements; all common landscaping, all metered utilities in the Common Area; all private roadways, streets, parking areas, walks and other means of ingress and egress within the Project. In addition, the Association shall maintain in a functioning manner the drainage detention basin. It shall be the duty of the Association to also prevent any interference with the purpose of the said basin and to prevent the erecting of any structure upon the drainage detention basin.

(b) Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior

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.. maintenance upon each Lot, including the improvements located on each Lot, which is subject to assessment under Article VI hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include any glass or glass surfaces.

(2) Right to Inspect and Enforcement. The Association shall be empowered with the right and duty to periodically inspect the Common Area and exterior portions of Lots in order that minimum standards or repair, design, color and landscaping shall be maintained for beauty, harmony and conservation within the entire Project. In the event that the need for maintenance or repair of the exterior of any Lot is caused through the willful or negligent act of the owner, his family, guests or invitees, or, in the event the Association determines that any of the same have damaged, or modified any improvement, item of landscaping, or portion of the Common Area, without the proper approval of the Association, or the Association determines that a Lot owner has violated any provision of this Declaration, so as to cause a need for the improvement, repair, restoration, or painting of the Common Area, or to cause the landscaping to require repair or restoration, then the Association shall give written notice to the Lot owner of the condition or violation complained of. Unless the Association has approved in writing corrected plans proposed by the Lot owner to remedy the condition complained of within such period of time as may be determined reasonable by the Association after said written notice is first given (or has failed to disapprove the corrective plans within thirty (30) days after the Lot owner has submitted them, in which event the plans shall be deemed accepted), and unless such corrective work so approved is completed thereafter within the time allotted by the Association, the Association shall subject to a resolution by two-thirds of the Board undertake to remedy such condition or violation complained of and the cost thereof shall be charged to the Lot owner whose residence is the subject matter of the corrective work, and such cost shall be deemed to be a special

assessment to such Lot owner, and subject to levy, enforcement and collection by the Association in accordance with the assessment lien procedure provided for in this Declaration.

Nothing in this Article shall in any manner limit the right of the Lot owner to exclusive control over the interior of his dwelling unit, provided, however, that an owner shall grant the right of entry to the Association or any other person authorized by the Association in the case of emergency originating in or threatening his Lot or dwelling unit, whether the owner is present or not. In case of an emergency, such right of entry shall be immediate. In any case, the persons entering upon the Lot or unit of the Lot owner shall have the responsibility to put the Property back into the same condition in which it was found.

(3) Easement for Maintenance Purposes. An easement is hereby reserved to the Association for its representatives to have rights of ingress and egress in and upon all Common Areas and exterior of all Lots subject to this Declaration, to the extent entry is necessary to carry out the maintenance duties imposed by this Article X. Such right of entry shall be exercised in such manner so as not to unreasonably interfere with the possession and enjoyment of the occupants of such Lot, shall be preceded by reasonable notice unless there is an emergency and it is not possible to give notice, and shall be subject to the obligation of the persons entering upon the Lots and Common Areas to put the Property back into the same condition in which it was found.

#### ARTICLE XI

##### DAMAGE AND DESTRUCTION

(1) Damage and Destruction Affecting the Common Area. Subject to the provisions of Section (2)(b) of this Article XI, in the event that any portion of the Common Area, including the improvements thereon, is damaged or destroyed by fire or other casualty, the following provisions shall apply:

(a) If the available proceeds of the insurance maintained pursuant to Article V(5)(b)(vi) of this Declaration are sufficient to cover not less than eighty-five percent (85%) of the

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-- estimated cost of repair or reconstruction thereof, it shall be the duty of the Association, subject to the provisions of Article VI (3) (b) hereof, to restore and repair the damaged area as soon as practicable. In such event, the Association shall levy a special assessment against each owner to provide the funds to pay that portion of the repair costs not covered by available insurance proceeds. Such special assessment shall be allocated equally among the Lot owners and shall be enforceable against each Lot owner under the lien provisions contained in Article VII hereof.

(b) The foregoing notwithstanding, in the event of a partial destruction where the estimated cost of repair and restoration does not exceed Twenty Thousand Dollars (\$20,000.00), and the available proceeds of insurance maintained pursuant to Article V(5) (b) (vi) of this Declaration are less than eighty-five percent (85%) of the estimated costs of repair or restoration thereof, the owners by majority vote of each class of membership at a duly convened meeting at which not less than seventy-five percent (75%) of the Class A members and seventy-five percent (75%) of the Class B members are represented in person or by proxy shall determine whether or not to repair and rebuild the damaged portions of the Common Area. If a quorum of seventy-five percent (75%) of said Class A and Class B members is not obtained after notice, said decision may be made by a majority vote of a quorum of not less than fifty percent (50%) of said members in each class after a second notice. If a quorum cannot then be obtained, the decision to repair and rebuild shall be deemed passed.

In the event of a determination to rebuild, the Board shall cause the necessary plans and specifications to be prepared and obtain bids from at least two (2) reputable contractors for the planned reconstruction and award the contract to the lowest responsible bidder. The Board shall then levy a special assessment (which shall be equally apportioned among the Lot owners and which shall be enforceable under the lien provisions contained in Article VII hereof) to cover the costs of reconstruction not covered by available insurance proceeds.

All reconstruction and repair of the Common Area pursuant to this section shall be undertaken in accordance with the original plans and specifications for the Project, unless the decision to repair and rebuild was defeated by a vote of the members. In the event of a determination not to rebuild, the Board shall develop a plan to rebuild the Common Area on a reduced scale within the limits of the available insurance proceeds. Changes and modifications in either the original plans if the common area is to be rebuilt, or the reduced scale redevelopment plans approved by the Board if restoration was defeated by a vote of the members may be affected upon approval in writing of seventy-five percent (75%) of all owners and seventy-five percent (75%) of all first mortgages of record.

(2) Damage to or Destruction of Lots Together with the Improvements Thereon.

(a) Partial Destruction of the Project. In the event of damage or destruction by fire or other casualty affecting a Lot or Lots, including the improvements thereon, the Board of Directors of the Association, on behalf of the owner or owners thereof, shall cause the same to be repaired or reconstructed as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor. The Board shall obtain firm bids from at least two (2) reputable contractors and award the contract to the lowest bidder. The Board shall levy a special assessment (which shall be enforceable under the lien provisions contained in Article VII hereof) against the owner of the damaged or destroyed Lot to cover any deficiency between the total insurance proceeds and the contract price for such repair and rebuilding of the improvements on that owner's Lot. Such assessment and all insurance proceeds, whether or not subject to mortgages or trust deeds shall be paid to the Association which shall be deemed trustee of the interests of the affected owner or owners, and shall be used for such repair and rebuilding. If blanket insurance is carried by the Association and there is insufficient funds to repair, the repairs should be made and any deficiency should be made up by the Association.

In the event of damage or destruction affecting two or more Lots, any controversy between the owners of such damaged Lots concerning their respective obligations hereunder shall be submitted to the Board and the Board's determination shall be binding upon the said owners unless, within fifteen (15) days thereafter, any party to the dispute submits the matter to arbitration pursuant to Section (3) of this Article XI.

(b) Total Destruction of the Project.

Notwithstanding anything contained in this Article XI to the contrary, in the event of the total destruction of all or substantially all of the Project, including the improvements located on each Lot and the Common Area, the owners, by the vote of not less than seventy-five percent (75%) of the Class A members and seventy-five percent (75%) of the Class B members in person or by proxy, at a duly constituted meeting of the Association, shall determine whether or not to repair and rebuild the Project. If a vote of seventy-five percent (75%) of said Class A and Class B members is not obtained after notice, said decision may be made by a vote of not less than sixty-five percent (65%) of said members in each class after a second notice. Thereafter, the minimum percentage requirement may be reduced by ten percent (10%), after each failure after appropriate notice, until a decision is reached. In the event of a determination to rebuild, the necessary funds shall be raised as provided in Sections (1) and (2) of this Article XI, and the Association shall be authorized to have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction as promptly as practicable. The Project shall be reconstructed or rebuilt in accordance with the original plans of construction unless changes recommended by the Association shall have been approved in writing by owners of seventy-five percent (75%) of the Lots and by seventy-five percent (75%) of all mortgagees of record. A certificate of the resolution authorizing such reconstruction shall be filed with the County Recorder within six (6) months from the date of such destruction, and in the event of a failure to record



such certificate within said period, it shall be conclusively presumed that the owners have determined not to rebuild said improvements. In the event of a determination not to rebuild, the Board shall.

(i) Execute, acknowledge and record, within six (6) months from the date of the destruction of the Project, a certificate setting forth the determination of the owners not to rebuild.

(ii) Cause all appropriate maps and documents to be prepared and placed of record to evidence the conversion of the Project back to one undivided parcel of real property.

(iii) Sell the property at the highest and best price obtainable, either in its damaged condition or after the damaged structures have been razed.

(iv) Distribute all sale proceeds obtained pursuant to Subparagraph (iii) above among the owners and first mortgagees of record as their respective interests may appear. Such proceeds shall be divided into one share for each Lot and the amount of each share shall be determined by dividing the net proceeds by the total number of Lots in the Project. The share attributable to each Lot shall be disbursed first to holders of valid encumbrances of record. The available insurance proceeds shall be distributed in a like manner except that the share of each Lot shall be based on the proportionate insurable value that each of the Lots, together with the improvements thereon, bears to the total insurable value of all Lots and the improvements thereon.

(3) Arbitration. In the event of a dispute among the owners respecting the provisions of this Article, any owner may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association. In the event of arbitration, notice thereof shall be given to the members of the Board and all other owners as promptly as possible after the reference to arbitration is made, giving all owners an opportunity to appear in such arbitration proceedings. The decision of such arbitrator in this matter shall be final and conclusive upon

all of the owners. The arbitrator may include in his decision an award for costs and/or attorney's fees against any one or more parties to the arbitration.

ARTICLE XII

CONDEMNATION

(1) Partial Taking Without Direct Affect on Lots. If a part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be payable to the Association as trustee for all owners and mortgagees according to the loss or damages to their respective interests in the Common Areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation of the right of the owners to represent their own interests. Upon receiving the award, the Board shall act as follows:

(a) In the event the award is not less than eighty-five percent (85%) of the estimated cost of restoration and repair, or greater, and there remains sufficient land on which to rebuild the improvements so taken, the Association shall use such proceeds promptly to restore and replace improvements so taken on the remaining property and shall levy an equal special assessment against each owner to cover that portion of the repair costs not covered by the award. Such special assessment shall be enforced under the lien provisions contained in this Declaration. All such replacements shall comply as closely as practicably possible to the original plans, specifications and elevations of the improvements taken by eminent domain. If reconstruction is impossible, the condemnation proceeds shall be paid in equal amounts to the Lot owners or held in trust by the Association to cover the assessments of each owner on an equal basis.

(b) In the event that the award is less than eighty-five percent (85%) of the estimated costs of such repairs and restoration, the owners by the vote of not less than seventy-five percent (75%) of the Class A members and seventy-five percent (75%) of the Class B members in person or by proxy, at a duly constituted meeting of the Association, shall determine whether or not such repairs and rebuilding shall be undertaken. If a vote of seventy-five (75%) of said Class A and Class B members is not obtained after notice, said decision may be made by a vote of not less than sixty-five percent (65%) of said members in each Class after a second notice. Thereafter, the minimum percentage requirement may be reduced by ten percent (10%), after each failure after appropriate notice, until a decision is reached. If the determination not to rebuild is made, the award shall be distributed to the owners and first mortgagees of record as the interests may appear.

In the event that the Association determines to rebuild, the Board shall levy a special assessment to cover all reconstruction costs not covered by the award in accordance with Paragraph (a) above.

(c) In the event there is an award in excess of the amount necessary to so substantially restore the Common Area, it shall be distributed by the Board to the owners, each Lot receiving an equal amount.

(d) In the event that the condemnation award does not allocate consequential damages to the specific Lots but includes an award for reduction of value of the Lots without such allocation, the Board, within thirty (30) days after such award, shall determine the allocation of the award between the affected Lots and the Common Area damages. Such decision by the Board shall be binding on the affected owners unless within thirty (30) days after notification of such decision, fifty-one percent (51%) of the affected owners give the Board written notice that the allocation is unacceptable. In such event, the owners or the Board may cause the matter to be referred to arbitration in accordance with the then prevailing rules

of the American Arbitration Association. In the event of arbitration, notice thereof shall be given to the members of the Board and all other owners as promptly as possible after the reference to arbitration is made, giving all owners an opportunity to appear in such arbitration proceedings. The decision of such arbitrator in this matter shall be final and conclusive upon all of the owners. The arbitrator may include in his decision an award for costs and/or attorney's fees against any one or more parties to the arbitration.

Nothing herein is to prevent owners whose Lots are especially affected by the taking or condemnation for joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to the loss of values of the affected units, or the personal improvements therein, exclusive of damages relating to the Common Area.

(2) Partial or Total Taking Directly Affecting Lots. If part or all of the Lots shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof is taken, the Association shall have the right to act on behalf of the owners with respect to the Common Areas as outlined in Section (1) of this Article and the proceeds shall be payable as outlined therein. The owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. Within ninety (90) days of the taking, the Board shall determine whether or not the taking so affects the improvements on the Lots that they cannot be restored or replaced substantially in conformance with the original plans and specifications for the Project. Upon making the determination, the following provisions shall apply:

(a) If the Board determines that the improvements on the Lots can be restored in conformance with the requirements of this Article, the award shall be distributed to the Board as Trustee and the Board shall restore the improvements on the Lots and on the remaining Common Area in the same manner provided for restoration under Sections (1) and (2) of Article XI hereof and distribute any

excess award as provided in Section (c) Paragraph (1) of this Article. In the event the award is insufficient to cover the full costs of such reconstruction, the Board shall proceed in accordance with Paragraphs (a) and (b) of Section (1) above.

(b) If the Board determines that the improvements on Lots cannot effectively be restored or replaced in substantial conformance with the original plans and specifications for the Project and unless all owners of the improvements which cannot be replaced and holders of mortgages thereon agree in writing to accept an alternative plan, the Board shall within thirty (30) days of the award determine the allocation of the award between the Common Area and the affected Lots and shall distribute the compensation for the taking of the Lot to the owners of the Lots taken and their mortgagees, as their interests may appear. The decision and allocation of the Board shall be binding on the affected owners unless within thirty (30) days after notification of such decision fifty-one percent (51%) of the owners of the improvements which cannot be replaced give the Board written notice that the decision and allocation of the Board is unacceptable and that they wish to submit the matter to arbitration in accordance with Paragraph (3) of this Article. Upon finalization of the Board's decision, the remainder of the Project shall continue.

(3) Arbitration. Within thirty (30) days after the notice from the owners that they wish to arbitrate the decision of the Board rendered under Paragraph 2(b) hereof, the Association shall submit the matter to arbitration in accordance with the rules of the American Arbitration Association for equitable or legal remedies with respect to the continued existence or reform of the Project, the division of the award as to the taken and remaining Lots, and such other remedies as law will allow and equity require. The results of such arbitration are hereby declared binding on all owners or persons having an interest in the Project and shall be enforceable in a court of law. In the event the Project is reformed, the voting rights, shares of assessments and shares in the

common elements appurtenant to each Lot which continues as a part of the Project shall be equitably adjusted among the reduced number of owners.

(4) Amendment of Declaration. In the event that the Project is reformed and continued in accordance with Paragraph (2) hereof, an amendment of the Declaration executed by seventy-five percent (75%) of the owners shall be recorded in the Official Records of the County of Salt Lake, State of Utah, which reflects all changes in Lot ownership, liability for common expenses, ownership of the Common Areas and voting rights caused by the taking.

#### ARTICLE XIII

##### PARTY WALLS

(1) General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the home upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. In addition, the cost of reasonable repair and maintenance of any water or other pipes within any party wall shall be shared by the owners in a like manner. There shall also be a reciprocal right of access into the wall for the purpose of such maintenance or repair.

(3) Destruction of the Party Wall. If a party wall is destroyed or damaged, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Weatherproofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes

the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(5) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon the parties thereto.

#### ARTICLE XIV

##### DURATION AND AMENDMENT

(1) Duration. This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by seventy-five percent (75%) of owners, has been recorded, agreeing to change said Declaration in whole or in part.

(2) Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a Lot owner at a meeting of the members of the Association. The resolution shall be adopted by not less than seventy-five percent (75%) of the entire membership of the Association. A copy of each amendment shall be signed by not less than seventy-five percent (75%) of the entire membership of the Association and certified by at least two (2) officers of the Association. The amendment shall not be effective until said signed and certified copy of the amendment is recorded in the public records of Salt Lake County. The foregoing notwithstanding, no amendment shall be adopted affecting the terms of Sections (3) and (4) of Article VII of this Declaration without the prior written approval of the owners of all first mortgage liens. No amendments shall be adopted affecting the term of this Declaration except as set forth in Section (1) of this Article XIV.

#### ARTICLE XV

##### MISCELLANEOUS

(1) Legal Proceedings. Failure to comply with any of the terms of this Declaration, or the Articles and Bylaws of the

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Barrington Park Homeowners Association (including the regulations adopted pursuant thereto) shall be grounds for relief which may include, without limiting same, and action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by the Association, or if appropriate, by an aggrieved Lot owner. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. Any Lot owner or any member of the Association, shall be entitled to bring an action for damages against any defaulting Lot owner and in addition, may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in such amount as the court may deem reasonable, in favor of the prevailing party.

(2) Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.

(3) Binding Effect of Association Agreements. All agreements and determinations lawfully made by the Association in accordance with the voting rights established in this Declaration or in the Bylaws, shall be deemed to be binding on all owners of Lots, their successors and assigns.

(4) Notification of Sale of Lot. Concurrently with the consummation of the sale of any Lot, or within five (5) business days thereafter, the transferee of such Lot shall notify the Association in writing of the sale. Such notification shall set forth:

- (a) The name of the transferee and his transferor.
- (b) The Lot number and street address of the Lot purchased.



- (c) The mailing address of the transferee, and
- (d) The date of sale.

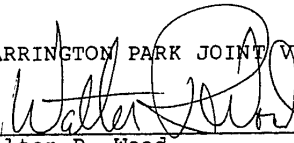
Prior to receipt of such notice by the Association, all notices required or permitted to be given by the Association shall be deemed to be duly and timely made to the transferor of the transferee.

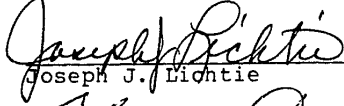
(5) Lease of Lot. Any lease agreement between the owner of any Lot and a lessee thereof shall be in writing, a copy of which shall be furnished to the Association within five (5) days after the execution thereof. Such lease shall provide that it is in all respects subject to the Declaration, Articles of Incorporation and Bylaws of the Association, and any failure of the lessee to comply with the terms of said documents shall be a default under the lease.


(6) F.H.A. Approval. Notwithstanding anything to the contrary contained in this Declaration, as long as there remains Class B membership, the following actions of the Association will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

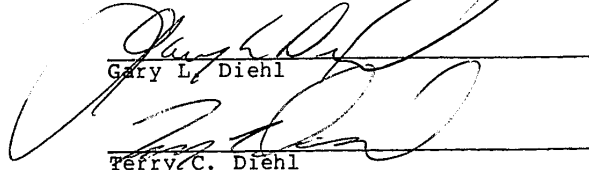
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of April, 1983.


BARRINGTON PARK JOINT VENTURE

  
Walter R. Wood

  
Joseph J. Liohtie

  
Thomas C. Davis

  
Gary L. Diehl

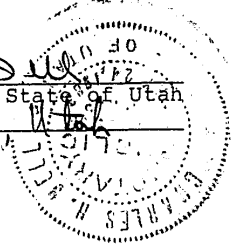
  
Terry C. Diehl

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE)

On this 6th day of April, 1983, before me a Notary Public for the State of Utah, personally appeared Walter R. Wood, Joseph J. Lichtie, Thomas C. Davis, Gary L. Diehl and Terry C. Diehl known to me to be the partners of the joint venture that executed the within instrument and acknowledged to me that such joint venture executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Charles J. Bell  
NOTARY PUBLIC for the State of Utah  
Residing at Sandy, Utah



My commission expires:

May 24, 1983

CERTIFICATE OF RESOLUTION

Vincent Pearson and Craig Mendenhall, the  
President and Secretary officers of  
Barrington Park Homeowner's Association, do hereby certify that the  
foregoing Amended Declaration of Covenants, Conditions and  
Restrictions of Barrington Park was adopted by resolution at a  
meeting duly convened and for which proper notice was give, by not  
less than 75% of the Class A members and 75% of the Class B  
members. Said meeting was held the 28th day of March, 1983  
at 7:00 p.m. in Salt Lake City, Utah.

Vincent Pearson

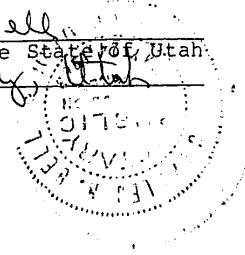
Craig D. Mendenhall

STATE OF UTAH )  
 : ss  
COUNTY OF SALT LAKE)

On this 6th day of April, 1983, before me a Notary Public for the State of Utah, personally appeared Vincent Pearson and Craig Mendenhall known to me to be the President and Secretary officers of the Barrington Park Homeowner's Association that executed the within instrument and acknowledged to me that such Association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Charles N. Bell  
NOTARY PUBLIC for the State of Utah  
Residing at Sandy, Utah



My commission expires:  
May 24, 1983

CONSENT TO AMENDMENT BY MORTGAGEE

Zions 1st National Bank \_\_\_\_\_, a first lien holder on a portion of the Project Property hereby consents to the Amendment of said Declaration in the form of the Amended Declaration of Covenants, Conditions and Restrictions of Barrington Park as set forth above.\*

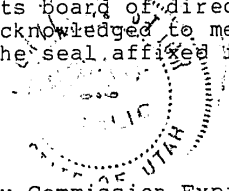
DATED this 6th day of April, 1983.

\* . . . as set forth above, with the understanding that the Amended Declaration of Covenants, Conditions and Restrictions of Barrington Park does not in any way affect the priority of Zions' first lien or a portion of that project."

Paul Williams  
By Paul Williams  
Its \_\_\_\_\_

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE)

On the 7th day of April, 1983, personally appeared before me Paul G. Williams who being by me duly sworn did say, for himself, that he, the said Paul G. Williams is the Senior Vice President, of said corporation by authority of a resolution of its board of directors and said Paul G. Williams duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Harold W. Stoor  
Notary Public  
Residing at: Salt Lake County, Utah

My Commission Expires:  
August 26, 1984

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EXHIBIT "A"

DEVELOPMENT PROPERTY

The following property is located in Salt Lake County,  
State of Utah:

COMMENCING at a point South 0°12'15" East 1042.68 feet  
from the Northwest corner of Section 2, Township 2 South,  
Range 1 West, Salt Lake Base and Meridian and running  
thence East 200 feet; thence North 0°12'15" West 110  
feet; thence East 1324.6 feet; thence South 0°12'15"  
East 928.52 feet; thence West 1524.6 feet; thence North  
0°12'15" West 818.52 feet to the point of commencement.

EXCEPTING THEREFROM that portion lying within the bounds  
of 1300 West Street.

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EXHIBIT "B"

PROJECT PROPERTY

The following property is located in Salt Laek County,  
State of Utah

COMMENCING at a point South 0°12'15" East 1042.68 feet  
from the Northwest corner of Section 2, Township 2 South,  
Range 1 West, Salt Lake Base and Meridian and running  
thence East 200 feet; thence North 0°12'15" West 110  
feet; thence East 1324.6 feet; thence South 0°12'15" East  
928.52 feet; thence West 1524.6 feet; thence North 0°12'15"  
West 818.52 feet to the point of Commencement.

EXCEPTING THEREFROM that portion lying within the bounds  
of 1300 West Street.

LESS the following described parcel:

BEGINNING at a point that is South 0°12'15" East along the  
Section line 1398.93 feet and East 1131.02 feet from the  
Northwest corner of Section 2, Township 2 South, Range 1  
West, Salt Lake Base and Meridian and running thence South  
0°12'15" East 273.02 feet; thence South 0°25'02" East  
20.0 feet to a point on the arc of a 735.00 foot radius  
curve the center of which bears North 0°15'01" West; thence  
Westerly 108.05 feet along said curve to the right (chord  
bearing being North 86°11'21" West) through a central  
angle of 8°25'11"; thence South 0°12'15" East 166.38 feet;  
thence East 501.17 feet; thence North 402.67 feet; thence  
South 89°40'34" West 175.9 feet; thence Westerly along a  
530.00 foot radius curve to the right 203.41 feet; thence  
East 19.2 feet to the point of beginning.

EXHIBIT "C"

COMMON AREAS

All that property described in Exhibit "B" which immediately precedes this Exhibit "C," less the area contained in Lots 1 through 132, 163 through 168 and 193 through 278 of Barrington Park P.U.D.