

Return to:
Prowswood, Inc.
Attention, Mr. Vince Clayton
4970 South 900 East, Suite "F"
SLC, Utah 84117

DEC 31 1976

839a

2893199

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CONCERNING THE OLD FARM COMMUNITY

(Phase II)

SECURITY TITLE COMPANY

THIS DECLARATION is made on the 30th day of December, 1976, by PROSWOOD, INC., a Utah Corporation, (hereinafter "the Developer").

R E C I T A L S:

A. The Declaration of Covenants, Conditions and Restrictions concerning the Old Farm Community Phase I, hereinafter the "Original Declaration", was duly executed and acknowledged by the Developer on June 13, 1974, and recorded in the Official Records of Salt Lake County, Utah on June 19, 1974 in Book 3613, Pages 431-477 as Entry No. 2630430.

B. It was contemplated in the Original Declaration that residential projects would be developed in the vicinity of the Parcel then submitted to the provisions thereof.

C. Concurrently with the recording of the Original Declaration there was recorded a "Declaration of Condominium of Lexington Village at Old Farm, a Prowswood Open Space Community (Phase No. 1)" in Book 3613 at pages 454-489 as Entry No. 2630434, together with a related Record of Survey Map thereof. Thereafter, a document headed "Supplemental Declaration to the Declaration of Condominium of Lexington Village at Old Farm, a Prowswood Open Space Community (Phase No. 1)" was recorded on July 2, 1974 in Book 3623 at page 196 as Entry No. 2633375. Subsequently, there was recorded the "Declaration of Condominium of Wayland Station at Old Farm, a Prowswood Open Space Community, Phase I, was recorded on December 31, 1975 as entry no. 2773421. On October 7, 1976, there was recorded a "Declaration of Condominium of Wayland Station at Old Farm (Phase No. 2)" as entry no. 2863984. Related Record of Survey Maps were recorded concurrently with said Wayland Station Declarations.

D. On December 12, 1975, an instrument headed "Supplement to the Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community" was recorded as entry no. 2768752.

E. In addition to the said Condominium Projects, Developer has created within the Entire Tract a project known as "Foxpoint in Old Farm" (Foxpoint), presently an apartment complex consisting of 28 buildings containing 336 residential rental units. It is anticipated by Developer that Foxpoint will be converted to a condominium project within the period reserved in the Original Declaration. In the meantime, it is

2893199

the intention of the Developer that the provisions of this Declaration will apply to Foxpoint as hereinafter mentioned.

F. Article IX of the Original Declaration, inter alia, provides:

"1. Additions to Common Properties. The Common Properties may be expanded by Developer's recordation of an instrument:

(a) which describes the additional Parcel concerned;

(b) which describes, in general, the improvements, if any, situated or to be situated on such Parcel; and

(c) in which is specifically expressed intention that such Parcel shall comprise a portion of the Common Properties. The instrument accomplishing the foregoing may be a Map, a Declaration of Condominium related to a Map, or other instrument. From and after the recordation of such an instrument, the Common Properties shall include the Parcel involved and all improvements located thereon and thereafter such Parcel shall be subject to all of the provisions of this Declaration."

G. The Developer is the owner of the Parcels described in Article II hereof. Said Parcels are located within the Entire Tract. Developer has created on portion of said Parcels certain improvements for the benefit both of Owners of the Condominium Units described in the aforesaid Declarations of Condominium and of owners of interests in other residential projects which have been developed or which Developer anticipates will be developed in the vicinity of such Parcels. Developer now desires to expand the Common Properties by submitting the Parcels described in Article II hereof to the provisions of this Declaration.

NOW, THEREFORE, for the foregoing purposes, Developer makes the following Declarations respecting the Parcels described in Article II hereof and the Condominium Projects, and Common Properties now or hereafter contained therein.

ARTICLE I

Definitions

The following terms when used in this Declaration or any Supplemental Declaration, including that portion hereof captioned "RECITALS", unless the context shall prohibit, shall have the following meanings:

1. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions concerning The Old Farm Community, Phase II.

2. Developer shall mean and refer to Prowswood Inc., a Utah Corporation, and to its successors and assigns.

3. Entire Tract shall mean and refer to the following described tract of land in Salt Lake County, State of Utah, and together with all appurtenances thereto:

Beginning at a point on the South line of 3900 South Street, said point being North $89^{\circ}58'25''$ West 401.96 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat A, Big Field Survey, said Northeast corner of Lot 10, being East 170.25 feet and North $0^{\circ}14'13''$ East 1729.69 feet; and South $89^{\circ}58'25''$ East 62.00 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South $0^{\circ}09'36''$ West 272.66 feet; thence South $89^{\circ}58'49''$ East 37.61 feet; thence South $0^{\circ}10'05''$ West 545.29 feet; thence South $89^{\circ}59'55''$ East 301.32 feet to the West line of 700 East Street; thence South $0^{\circ}14'13''$ West along said West line of 700 East Street 1759.13 feet; thence West 1032.62 feet to the East line of Hill Acres Subdivision; thence North $1^{\circ}18'$ West along said East line 257.49 feet to the Northeast corner of said Hill Acres Subdivision; thence North $85^{\circ}33'$ West along the North line of said subdivision 409.35 feet to the East line of 500 East Street; thence North $0^{\circ}03'15''$ West along said East line of 500 East Street 1141.32 feet to the Northwest corner of Lot 7, of said Block 6, 10 Acre Plat A, Big Field Survey; thence North $89^{\circ}59'30''$ East along the North line of said Lot 7, 628.89 feet to the Southwest corner of Lot 11, Davis Subdivision; thence North $0^{\circ}01'07''$ East along the West line of said Lot 11, 313.21 feet to the Northeast corner of Lot 10 of said Davis Subdivision; thence North $89^{\circ}58'53''$ West along the North line of said Lot 10, 100.00 feet to the Northwest corner of said Lot 10; thence North $0^{\circ}01'07''$ East 100.00 feet to the Southwest corner of Lot 1, of said Davis Subdivision; thence South $89^{\circ}58'53''$ East along the South line of said Lot 1, 125.00 feet to the Southeast corner of said Lot 1; thence North $0^{\circ}01'07''$ East 160.111 feet to the South line of Lot 9, of said Block 6, 10 Acre Plat A, Big Field Survey; thence South $89^{\circ}58'28''$ East along said South line of Lot 9, 104.63 feet to the Southeast corner of said Lot 9; thence North $0^{\circ}05'27''$ East along the East line of said Lot 9, 300.67 feet; thence South $89^{\circ}58'49''$ East 287.98 feet; thence North $0^{\circ}08'46''$ East 272.67 feet to the South line of 3900 South

BOOK 44-1373
PAGE 1432

Street; thence South 89°58'25" East along said South line 70.52 feet to the point of beginning.

The Parcels described in Article II of this Declaration comprise only a portion of the Entire Tract. A description of the Entire Tract is set forth herein solely for purposes of identification. This Declaration is not intended to create and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any real property or interests in real property other than:

(a) The Parcels which in Article II hereof are expressly subjected to the terms of this Declaration;

(b) Such Parcels as may hereafter be expressly subjected to the terms hereof; and

(c) Such Condominium Units as may now or hereafter be expressly subjected to the terms hereof.

4. Parcel shall mean and refer to each portion of the Entire Tract which, within 30 years after the date on which this Declaration is recorded in the office of the County Recorder of Salt Lake County, Utah, is separately subjected to the terms of this Declaration with the intention that it shall thereby comprise a portion of the Common Properties. The real property described in Article II of this Declaration constitutes a Parcel.

5. Record of Survey Map or Map shall mean and refer to any Survey Map of a Condominium Project

(a) Which covers a portion of the Entire Tract;

(b) Which describes or creates four or more Condominium Units;

(c) On which or in which an instrument recorded in conjunction therewith there is expressed the intent that the Project created by the Map shall comprise a part of the Old Farm Community; and

(d) Which is recorded in the office of the County Recorder of Salt Lake County, Utah, within 30 years after the date of which this Declaration is so recorded.

6. Common Areas and Facilities or the Common Areas shall mean and refer to the Common Areas defined in the Declarations of each Condominium Project in the Old Farm Community.

7. Condominium Unit or Unit shall mean and refer to one of separately numbered and individually described cubicles of air space described on a Map which is intended to be owned individually, rather than by the Association hereinafter defined.

8. Project or Condominium Project shall mean and refer to the condominium development which is created and covered by

REC'D
APR 22 1974

a Map and related Declaration within the Entire Tract but excluding the Common Properties. "The Lexington Village at Old Farm" above referred to constitutes a Project.

9. Owner shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed or trust unless and until such party shall have acquired title pursuant to the foreclosure or any arrangement or proceeding in lieu thereof.

10. Common Properties shall, at any point in time, mean, refer to, and consist of the Parcels described in Article II hereof, all improvements on said Parcels, all other Parcels which thereafter have been subjected to the terms of this Declaration, and all improvements on such other Parcels.

11. Undeveloped Land shall at any point in time, mean, refer to, and consist of such portion of the Entire Tract as is then neither included within any Project or any Parcel nor improved with the completed residential structures and related on and off site improvements ordinarily in existence when a tract of land is considered to be fully developed. So long as it is not arbitrary, Developer's determination as to what constitutes the Undeveloped Land shall be conclusive upon all parties.

12. The Old Farm Community or the Community shall, at any point in time, mean, refer to, and consist of all Common Properties and all Projects then in existence.

13. Association shall mean and refer to the Old Farm Home Owners Association, a Utah non-profit corporation.

14. Member shall mean and refer to every Owner who holds membership in the Association.

ARTICLE II

Properties Subject to This Declaration

1. The Parcels which are and shall be held, transferred, occupied, and otherwise dealt with subject to the provisions of this Declaration consists of the following described tracts of real property situate in Salt Lake County, State of Utah, to-wit:

Parcel A (Lake Area):

Beginning at a point South 1751.97 feet and West 850.50 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of

1437-1315

beginning also being 21.79 feet South and West 611.10 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 64°30' East 41.80 feet; thence South 87°59'36" East 155.48 feet to a point of a curve to the right, the radius point of which is South 53°04'40" West 200.00 feet; thence Southeasterly along the arc of said curve 66.11 feet to a point of tangency; thence South 18°00' East 44.00 feet; thence South 20°44'10" East 30.335 feet; thence South 87°59'36" East 10.00 feet; thence South 6°33'40" East 53.83 feet; thence South 5°30' West 53.00 feet; thence South 11°00' West 24.50 feet; thence South 38°00' West 46.00 feet to the point of a 300.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 141.37 feet to a point of tangency; thence South 65°00' West 58.53 feet to the point of a 20.00 foot radius curve to the left, thence Southwesterly along the arc of said curve 21.29 feet to a point of tangency; thence South 4°00' West 129.85 feet; thence North 86°00' West 37.54 feet; thence North 4°00' East 135.00 feet; thence North 25°00' West 43.00 feet; thence South 87°00' West 258.00 feet; thence South 3°00' East 42.00 feet; thence South 87°00' West 140.98 feet; thence North 25°00' East 113.59 feet; thence North 43°00' East 33.00 feet; thence North 66°00' East 45.00 feet; thence North 75°00' East 77.00 feet; thence North 55°00' East 45.00 feet; thence North 45°00' East 115.00 feet; thence North 12°00' East 41.33 feet; thence North 30°00' East 174.10 feet to the point of beginning.

Excepting therefrom the following: Beginning at a point North 89°58'25" West 62.00 feet and South 0°14'13" West 1781.74 feet and North 87°59'36" West 288.11 feet and South 0°13' West 141.00 feet and North 87°59'36" West 362.80 feet from the Northeast corner Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning described in old deeds as being South 0°13' West 187.09 feet and North 87°59'36" West 362.80 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 55.00 feet; thence South 3°48'04" West 81.27 feet; thence South 69°00' East 66.50; thence North 5°30' East 49.00 feet; thence North 6°45'21" West 54.60 feet to the point of beginning.

Total acreage less exception 3.647 acres.

SEARCHED
INDEXED
SERIALIZED
FILED
MAY 2 1976
FBI - SALT LAKE CITY

Parcel B (Old Farm Road):

Beginning at a point on the West right of way line of 700 East Street, said point being North 89°58'25" West 62.00 feet and South 0°14'13" West 1796.065 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being South 66.38 feet and East 169.975 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 743.80 feet; thence North 64°30' West 349.80 feet; thence North 77°15' West 122.25 feet; thence West 232.18 feet; thence South 45° 00' West 46.58 feet; thence North 0°03'15" West 132.00 feet; thence South 45°00' East 46.76 feet; thence East 251.83 feet; thence South 64°30' East 420.02 feet; thence South 71°23'16" East 40.05 feet; thence South 87°59'36" East 742.26 feet to the West right of way line of 700 East Street; thence along said right of way line South 0°14'13" West 50.02 feet to the point of beginning. Contains 1.776 acres.

Parcel C (Community Center and Tennis Courts):

Beginning at a point which is South 1731.46 feet and West 512.365 feet from the Northeast corner of Lot 10, Block 6, Ten Acre Plat "A", Big Field Survey, said point of beginning also being South 1.83 feet and West 272.96 feet from the Northeast corner of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 87°59'36" West 298.84 feet; thence North 71°23'16" West 40.05 feet; thence North 1°00' West 190.00 feet; thence North 53°00' East 124.00 feet; thence South 67°35' East 309.93 feet to a point of a curve to the right, the radius point of which is South 64°26'31" West 63.50 feet; thence Southeasterly along the arc of said curve 70.44 feet to a point of a reverse curve to the left, the radius point of which is South 52°00' East 182.00 feet; thence Southeasterly along the arc of said curve 111.83 feet to the point of beginning.

Contains 1.942 acres.

Parcel D (Old Farm Lane):

Beginning at a point North 89°58'25" West 401.96 feet from the Northeast corner of Lot

311-4-1077
1432
1377

10, Block 6, Ten Acre Plat "A", Big Field Survey and running thence South $0^{\circ}09'36''$ West 272.66 feet; thence North $89^{\circ}58'49''$ West 21.69 feet to a 185.00 foot radius curve to the right, the radius point of which is North $69^{\circ}37'52''$ West 185.00 feet; thence Southwesterly along the arc of said curve 54.51 feet to a point of a reverse curve to the left, the radius point of which is South $52^{\circ}45'$ East 371.00 feet; thence Southwesterly along the arc of said curve 180.76 feet to a point of a compound curve to the left, the radius point of which is South $80^{\circ}40'$ East 913.72 feet; thence Southwesterly along the arc of said curve 180.74 feet to a point of tangency; thence South $2^{\circ}00'$ East 108.63 feet to a 1035.00 foot radius curve to the left, the radius point of which is North $88^{\circ}00'$ East 1035.00 feet; thence Southeasterly along the arc of said curve 198.70 feet to a point of a compound curve to the left, the radius point of which is North $77^{\circ}00'$ East 215.00 feet; thence Southeasterly along the arc of said curve 45.65 feet to a point of a reverse curve to the right, the radius point of which is South $64^{\circ}50'$ West 265.00 feet; thence Southeasterly along the arc of said curve 116.40 feet to a point of tangency; thence South 272.95 feet to a 254.80 foot radius curve to the left, the radius point of which is East 254.80 feet; thence Southeasterly along the arc of said curve 137.86 feet to a point of a reverse curve to the right, the radius point of which is South $59^{\circ}00'$ West 113.50 feet; thence Southwesterly along the arc of said curve 136.68 feet to a point of a reverse curve to the left, the radius point of which is South $52^{\circ}00'$ East 132.00 feet; thence Southwesterly along the arc of said curve 80.42 feet; thence North $87^{\circ}59'36''$ West 50.01 feet to a 182.00 foot radius curve to the right, the radius point of which is South $87^{\circ}12'23''$ East 182.00 feet; thence Northeasterly along the arc of said curve 111.83 feet to a point of a reverse curve to the left, the radius point of which is North $52^{\circ}00'$ West 63.50 feet; thence Northeasterly along the arc of said curve 76.47 feet to a point of a reverse curve to the right, the radius point of which is North $59^{\circ}00'$ East 304.80 feet; thence Northwesterly along the arc of said curve 304.80 feet to a point of tangency; thence North 272.95 feet to a 215.00 foot radius curve to the left, the radius

1432
1378

point of which is West 215.00 feet;
thence Northwesterly along the arc of
said curve 94.44 feet to a point of a
reverse curve to the right, the radius
point of which is North 64°50' East
265.00 feet; thence Northwesterly along
the arc of said curve 56.27 feet to a
point of a compound curve to the right,
the radius point of which is North 77°00'
East 1085.00 feet; thence Northwesterly
along the arc of said curve 208.30 feet
to a point of tangency; thence North 2°00'
West 108.63 feet to a 963.72 foot radius
curve to the right, the radius point of
which is North 88°00' East 963.72 feet;
thence Northeasterly along the arc of said
curve 190.63 feet to a point of compound
curve to the right, the radius point of
which is South 80°40' East 421.00 feet;
thence Northeasterly along the arc of said
curve 205.13 feet to a point of a reverse
curve to the left, the radius point of
which is North 52°45' West 135.00 feet;
thence Northeasterly along the arc of said
curve 20.66 feet; thence South 89°58'49"
East 6.01 feet; thence North 0°08'46" East
272.67 feet; thence South 89°58'25" East
70.52 feet to the point of beginning.

Contains 2.1767 acres

DESCRIPTION OF MAINTENANCE YARD

Beginning at a point which is South 733.08
feet and West 891.29 feet from the North-
east corner of Lot 10, Block 6, Ten Acre
Plat "A" Big Field Survey, said point of
beginning also being North 997.10 feet and
West 651.88 feet from the Northeast corner
of Section 6, Township 2 South, Range 1 East,
Salt Lake Base and Meridian and running
thence South 0°01'07" West 100.00 feet;
thence North 89°58'53" West 100.00 feet;
thence North 0°01'07" East 100.00 feet;
thence South 89°58'53" East 100.00 feet
to the point of beginning.

Contains 0.230 acres.

EXCLUDING all presently existing or to be
constructed or installed gas lines, electrical
conduits, telephone lines, and related
facilities which are located within the above-
described Parcel.

RESERVING UNTO DEVELOPER, however, such ease-
ments and rights of ingress and egress over,
across, through, and under the above-described

BOOK 432
PAGE 1379
1379

Parcels and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer (in a manner which is reasonable and not inconsistent with the provisions of this Declaration, of any Map, or of any Declaration of Condominium related to a Map): (a) To construct Condominium Project(s) and to improve portions of the property within each Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Developer may reasonably determine to be appropriate; (b) To improve the above-described Parcels with such structures and facilities (including, but not limited to, exercise paths and arterial roads) as Developer may reasonably determine to be appropriate; and (c) To develop and improve, as Developer may in its sole discretion determine to be appropriate, each and every portion of the Entire Tract, irrespective of whether or not the particular portion developed or improved constitutes or is to constitute a Parcel or a Project. If, pursuant to the foregoing reservations, the above-described Parcels or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the foregoing reservations shall, unless sooner terminated in accordance with their terms expire 30 years after which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcels as may be necessary to enable access to each and every portion of the Entire Tract, irrespective of whether or not the particular portion constitutes or is to constitute a Parcel or a Project.

FURTHER RESERVING unto the Developer (its successors, assigns, tenants and licensees) the perpetual easement to ride horses stabled on the real property hereinafter described (the Stables Property) on, across and through any and all areas of the Parcels known, existing, created, designated, or referred to as the

4432-1380

"bridle path." In connection with this reservation of easement, it is recognized that a reasonable assessment (mutually agreeable to the Association and the Developer) may be levied by the Association to clean the bridle paths made necessary by the presence of horses thereon. The Stable Property is particularly described as follows:

Beginning at a point at the Southwest corner of Lexington Village at Old Farm Project, said point being South 2576.90 feet and West 985.97 feet from the Northeast corner Lot 10, Block 6, 10 Acre Plat A, Big Field Survey, and running thence West 119.41 feet; thence North 1°18' West 257.49 feet; thence North 85°33' West 135.70 feet; thence North 3°00' West 93.35 feet; thence North 87°00' East 142.00 feet; thence North 3°00' West 42.00 feet; thence North 87°00' East 258.00 feet; thence South 25°00' East 43.00 feet; thence South 4°00' West 135.00 feet; thence North 86°00' West 10.00 feet; thence South 60°00' West 150.81 feet; thence South 175.705 feet to the point of beginning. Contains 2.171 Acres (the Stables Property).

All of the foregoing is subject to: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authority; all instruments of record which affect the above-described Parcel or any portion thereof including all additions thereto, and also including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

2. The improvements created on the Parcels described in Section 1, Article II hereof consist of: One community center building containing indoor swimming pool, lounge, exercise room, shower and locker facilities and the Association offices; four tennis courts; maintenance building and compound; roads or streets; and exercise paths.

ARTICLE III

Membership and Voting Rights In the Association

1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be automatic and shall be appurtenant to the Unit in which the Owner has the necessary interest. Neither membership in the Association nor any of the votes attributable to a membership shall be separated

from the Unit to which the same appertain. Until the first to occur of the following events, Developer shall be a Member whether or not it is an Owner:

(a) When Developer ceases to hold an equitable or legal interest or the right to acquire an equitable or legal interest in any Undeveloped Land.

(b) The expiration of 30 years after the date this Declaration is recorded in the office of the County Recorder of Salt Lake County, Utah.

2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Each Owner, other than the Developer, shall be a Class A Member. Class A Members shall, with respect to each Unit in which the interest required for membership is held, be entitled to one vote for each Unit owned.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the following votes:

(a) With respect to each Unit in which it holds the interest required for membership in the Association, four votes; and

(b) With respect to each acre of Undeveloped Land in which it holds an equitable or legal ownership interest or the right to acquire an equitable or legal ownership interest, twenty votes. The Class B membership shall automatically cease and be converted to Class A membership on the first to occur of the following events:

(1) When the total number of votes held by all Class A members equals the total number of votes held by the Class B Members;

(2) The expiration of 30 years after the date on which this Declaration is recorded in the office of the County Recorder of Salt Lake County, Utah.

Neither the issuance nor the holding of membership certificates or shares of stock shall be necessary to evidence membership in the Association. However, the Board of Directors is authorized to issue membership certificates if it deems such to be advisable or appropriate.

3. Multiple Ownership. In the event there is more than one Owner of a particular Unit, the vote or votes relating to such Unit shall be exercised as such Owners may determine among themselves. A vote or votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be

1982
1982
1982

conclusively presumed to be the vote or votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote or votes attributable to such Unit shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE IV

Property Rights in the Common Properties

1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom. Such right and easement of enjoyment shall include the right to the non-exclusive use by Members, subject to the reasonable restrictions as hereinafter set forth, of Common Properties for recreation, social, physical needs and desires; and to contribute to the common health, security and happiness of the Members. Any Member may delegate the right and easement of use enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such Member's Unit. Notwithstanding anything to the contrary herein, the Developer as the owner of the Stables Property, its successors, assigns, tenants and licensees, shall have the right to use the Common Properties subject to the provisions of paragraph 3 (e) of this Article.

2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association:

(a) On or before two years from the date on which this Declaration is recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, convey to the Association Title to the Parcel described in Article II hereof free and clear of all liens (other than the lien of current general taxes and the lien on any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities); and

(b) That it shall, on or before two years from the date on which each additional Parcel is subjected to the terms of this Declaration, convey to the Association a similar title to such Parcel.

3. Extent of Members' Easements. Member's right and easement of use and enjoyment concerning the Common Properties created hereby shall be subject to the following:

(a) The right of the Developer and the Association as provided in its Articles and By-Laws, to suspend a Member's

right to the use and enjoyment of any amenities included in the Common Properties for any period during which as assessment on such Member's Unit remains unpaid and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or of any rules or regulations promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Properties;

(c) The right of the County of Salt Lake, and any other governmental or quasi-governmental body having jurisdiction over the Common Properties to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Properties for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such municipal, governmental and/or non-commercial purposes and subject to such conditions as may be agreed to by the Developer or by the Members, provided that no such dedication or transfer by the Association shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken unless an instrument signed by Members entitled to cast two-thirds of the votes of the Membership has been recorded, agreeing to such dedication, transfer, purpose or condition.

(e) The right of the Association to collect reasonable fees from the Developer, its successors and assigns, or directly from tenants and licensees of Developer, for use of the Common Properties resulting from Developer's operation of the Stables Property, such right of use being recognized, provided, however, that no fees shall be charged as such for use by such persons, whether on foot or on horses, of "the exercise paths" within the Common Properties.

(f) The right of the Association to borrow money for the purpose of improving the Common Properties and to mortgage the Common Properties, or any part thereof, to carry out such improvements.

4. Form of Conveyancing. Any deed, lease, mortgage, deed of trust, or other instruments conveying or encumbering title to a Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ in Building _____
contained within the _____
_____ Condominium Project
as the same is identified in the Map
recorded in Book _____ of Plats at page
_____ in the office of the County

4452
1334

Recorder of Salt Lake County, Utah.
Together with:

(a) A right of easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Condominium; and

(b) A right and easement of use and enjoyment in and to the Common Properties described, and as provided for, in that certain "Declaration of Covenants, Conditions and Restrictions Concerning The Old Farm, Phase I," recorded in Book 3613 at pages 431-447, of the said Salt Lake County Recorder's Office, and as the same may be amended or supplemented and in the Declaration (s) relating to expansion of the Common Properties.

whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

ARTICLE V

Covenants for Maintenance Assessment

1. Personal Obligation of Assessments and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Unit, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article together with the interest and costs of collection hereinafter provided. All such amounts shall be, constitute, and remain:

(a) A charge and continuing lien upon the Unit with respect to which such assessment is made; and

(b) The personal obligation of the person who is the Owner of the Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights concerning the Common Properties or by abandonment of his Unit.

2. Purpose of Assessments. Assessments levied by the Association shall be used for the following purposes:

(a) Common Properties. To promote the recreation, health, safety, and welfare of Unit Owners of each Condominium Project, to the extent such matters relate to the Common Properties. The use made by the Association of funds obtained from assessments may include, but not be limited to, the following:

- (1) Taxes and insurance on the Common Properties;
- (2) Maintenance, repair, and improvement of the Common Properties;
- (3) Management and supervision of the Common Properties;
- (4) Establishing and funding the reserve to cover major repair or replacement of improvements within the Common Properties; and
- (5) Any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

(b) Common Areas of Projects. To promote the recreation, health, safety, and welfare of the Unit Owners of each Condominium Project and in particular for maintenance of the Common Areas of each Condominium Project as set forth in Article VI hereof.

3. Special Assessments. From and after the date set under Section 5 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part:

(a) Any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or

(b) The cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement or of personal property upon the Common Properties and of the Common Areas of the Projects which the Association is obligated to maintain. Any such special assessment in excess of \$3,000.00 must be assented to by two-thirds of the votes of each class of membership which members present in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all members at least ten (10) but not more than thirty (30) days prior to the meeting date.

4. Quorum Required. The quorum required for any action authorized by Section 3 above shall be as follows: At the first meeting called for the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 3) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting.

5. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence on the date a deed for the Unit to which such membership is appurtenant is delivered by

Book 4432
Page 13810

the Developer to the Member. The first monthly installment shall be made for the balance of the month during which a deed for the Unit is delivered to the Member and shall become due and payable on the date a deed for the Unit is delivered to the Member.

6. Rate of Assessments. Both monthly and special assessments relating to the Common Properties shall be at a uniform rate as to all Units in the Community, provided, however, that until a Unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessment applicable to such Unit shall be 10% of the monthly assessment fixed for other Units. Such assessments relating to the maintenance of the Common Areas of each Condominium Project shall be as set forth in Article VI hereof.

7. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Unit, the Association shall issue a certificate stating whether or not all assessments respecting such Unit are current, and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

8. Effect of Non-Payment -- Remedies. Any assessment not paid when due shall, together with the interest and the costs of collection hereinafter provided, be, constitute, and remain a continuing lien on the Unit. The person who is the Owner of the Unit at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Unit. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

9. Collection by Association. It is recognized that in connection with each of the Condominium Projects in the Community there will exist a Management Committee, distinct from the Association, authorized to levy assessments for the purposes of administering the Project. The Management Committee of each Project in the Community shall be, and hereby is, authorized to utilize the Association for the purposes of collecting from the Unit Owners and enforcing liability for the payment of assessments levied pursuant to this Declaration and the enabling Declarations of the Projects of the Community.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the Units or any portion thereof subject to assessment. Sale or transfer of such property pursuant to a decree of foreclosure or by strict foreclosure or any other proceeding or deed

Book 4432
Page 1587

in lieu of foreclosure, shall relieve such Unit from assessments previously levied, but shall not relieve such Unit from assessments previously levied, but shall not relieve such Unit from liability for any assessments assessed after such acquisition of title, nor from any lien of any such subsequent assessment.

11. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessments, charges, and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

(b) All public utilities easement.

12. Foxpoint. With respect to Foxpoint prior to its conversion to a condominium project, the Association is empowered to enter into an agreement with the Developer until such conversion occurs whereby the Association will permit the occupants of Foxpoint to use and enjoy the Common Properties to the same extent as that used and enjoyed by Condominium Unit Owners conditioned on payment by the Developer of a monthly fee for each and every apartment in Foxpoint, which fee shall be equal to, but not exceeding, the amount of the monthly assessment levied on Unit Owners.

ARTICLE VI

Maintenance of Common Areas of Projects.

1. Extent of Maintenance. In addition to the maintenance of the Common Properties, the Association shall provide maintenance to the Common Areas and Facilities (Project Maintenance) of each Condominium Project in the Old Farm Community. The Project Maintenance shall include the repair, replacement, or maintenance of the Common Areas and Facilities of the Project. Such maintenance shall not include glass surfaces, inside or exterior. In addition thereto, the Association may provide additional management and maintenance services to each Project in accordance with the contract agreed to by the Board of Directors of the Association and the Management Committee of the Project concerned.

2. Assessment of Project Maintenance Costs. Each of the Projects in the Community shall be maintained by the Association as a separate project for Project Maintenance purposes. Accordingly, the cost of Project Maintenance shall be assessed only against the Owners of the Units within the Project upon which such maintenance is done and shall be added to and become a part of the assessments to which such Owners are subject under Article V hereof and, as a part of such assessments, it shall be a lien against the Unit and payable in all respects as provided in Article V above. The association shall keep a separate record relating to each Project for Project Maintenance purposes. In making assessments for Project Maintenance, whether monthly,

Book 4432 Page 1388

in lieu of foreclosure, shall relieve such Unit from assessments previously levied, but shall not relieve such Unit from assessments previously levied, but shall not relieve such Unit from liability for any assessments assessed after such acquisition of title, nor from any lien of any such subsequent assessment.

11. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessments, charges, and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

(b) All public utilities easement.

12. Foxpoint. Until the conversion of Foxpoint to a condominium project, which may never occur, the Association is empowered to enter into an agreement with the Developer whereby the tenants, lessees and occupants of apartment units within Foxpoint shall be granted nonexclusive right of use and enjoyment covering the Common Properties, whether now in existence or hereafter created, and each and every portion thereof, provided, however, that the Developer shall pay for such nonexclusive use a monthly or other periodic fee equal to, but not exceeding, the amount of the monthly assessment levied on Condominium Unit Owners for use and enjoyment of the Common Properties.

ARTICLE VI

Maintenance of Common Areas of Projects.

1. Extent of Maintenance. In addition to the maintenance of the Common Properties, the Association shall provide maintenance to the Common Areas and Facilities (Project Maintenance) of each Condominium Project in the Old Farm Community. The Project Maintenance shall include the repair, replacement, or maintenance of the Common Areas and Facilities of the Project. Such maintenance shall not include glass surfaces, inside or exterior. In addition thereto, the Association may provide additional management and maintenance services to each Project in accordance with the contract agreed to by the Board of Directors of the Association and the Management Committee of the Project concerned.

2. Assessment of Project Maintenance Costs. Each of the Projects in the Community shall be maintained by the Association as a separate project for Project Maintenance purposes. Accordingly, the cost of Project Maintenance shall be assessed only against the Owners of the Units within the Project upon which such maintenance is done and shall be added to and become a part of the assessments to which such Owners are subject under Article V hereof and, as a part of such assessments, it shall be a lien against the Unit and payable in all respects as provided in Article V above. The Association shall keep a separate record relating to each Project for Project Maintenance purposes. In making assessments for Project Maintenance, whether monthly,

Book 4432 Page 1389

special, or both, the Association shall allocate such assessments among the Owners in each Project in accordance with their percentage of ownership in the Common Areas established by its Declaration. The costs of such separate accounting shall be chargeable to the respective Project as a part of the administration expenses of the Association.

3. Access at Reasonable Hours. For the purpose solely of performing the Project Maintenance required by this Article, the Association, through its duly authorized employees or Manager shall have the right, after reasonable notice to the Owner, to enter upon any Unit or exterior of any condominium building at reasonable hours on any day except Sunday.

4. Maintenance of Common Properties and Common Areas. The Association shall provide for such maintenance and operation of the Common Properties and the Common Areas as may be necessary or desirable to make them appropriately usable by the Owners and to keep them clean, functional, attractive, and generally in good condition and repair.

5. Right of Delegation to Manager. The association may carry out any of its functions which are capable of delegation through a manager. The manager so engaged shall be responsible for managing the Common Properties as well as performing the Project Maintenance of the Projects in the Community and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

ARTICLE VII

Insurance

1. The Association shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Properties. The name of the insured under each such policy shall be in form and substance similar to: "The Old Farm Home Owner's Association for the use and benefit of the individual Unit Owners and mortgagees as their interests may appear."

(b) A policy or policies insuring the Owners, the Association, and its directors, officers, agents and employees against any liability incident to the ownership, use, or operation of the Common Properties which may arise among themselves, to the public, and to any invitees or tenants of the Developer or of the Owners. Limits of liabilities under such insurance shall not be less than \$100,000 for any one person injured, \$300,000 for all persons injured in any one accident, and \$25,000 for property damage resulting from one

Book 4432 Page 13410

occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall also apply with respect to insurance:

(a) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against all risks as are or hereafter may be customarily insured against in connection with developments similar to the Common Properties and construction, nature and use, and for the Project Maintenance of each Condominium Project as above-mentioned in Article VI.

(b) All policies shall be written by a company holding a rating of "AA" or better from the Best Insurance Reports.

(c) The Association shall have the authority to adjust losses.

(d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.

(e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated, due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated, due to the conduct of the Association or of any director, officer, agent, or employees of the Association without the prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

ARTICLE VIII

Use Restrictions

1. Use of Common Properties. The Common Properties shall be used only in a manner consistent with their community nature. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into by the Association with respect to any portion of the Common Properties except as specifically mentioned in Article IV, paragraph 3 above, and paragraph 12 of Article V.

2. Exception for Developer. Notwithstanding the restrictions contained in Section 1 above, for the 30 year period following the date on which this Declaration is recorded in the office of the County Recorder of Salt Lake County, Utah, Developer shall have the right to use any part

of the Common Properties reasonably necessary or appropriate in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate creation and improvement of each and every part of the development and sale of all Units owned by Developer.

ARTICLE IX

Expansion of Development

1. Additions to Common Properties. The Common Properties may be expanded by Developer's recordation of an instrument:

- (a) Which describes the additional Parcel concerned;
- (b) Which describes, in general, the improvements, if any, situated or to be situated on such Parcel; and
- (c) In which is specifically express intention that such Parcel shall comprise a portion of the Common Properties. The instrument accomplishing the foregoing may be a Map, a Declaration of Condominium related to a Map, or other instrument. From and after the recordation of such an instrument, the Common Properties shall include the Parcel involved and all improvements located thereon and thereafter such Parcel shall be subject to all of the provisions of this Declaration.

2. Addition of Projects. The development may be expanded by Developer's recordation of a Map on which or in an instrument recorded in conjunction therewith there is specifically expressed the intention that the Project created by the Map shall comprise a part of the Community. From and after the recordation of such a Map the development shall include the Project involved and thereafter the Project and all Units contained therein shall be subject to all provisions of this Declaration.

3. Limitation. The right to expand the development through the addition of Parcels or Projects shall be limited as follows:

- (a) The Parcel or Project involved must be contained within the Entire Tract;
- (b) The nature and total number of Units included in all Projects must be such that the total number of Units intended therefor does not exceed 900 Units; and
- (c) Any instrument addition a Parcel or a Project to the development must be recorded in the Office of the County Recorder of Salt Lake County, Utah, within 30 years after the date on which this Declaration is so recorded.

4. No Obligation to Develop. Except to the extent specifically indicated herein, this Declaration is not intended,

2004 APR 11 10:32 AM

and shall not be construed so as, to impose upon Developer any obligation respecting, or to restrict Developer in any way with regard to:

(a) The submission of any portion of the Entire Tract to the provisions of this Declaration;

(b) The creation, construction, or addition to the development of any Common Properties or Project;

(c) The carrying out in any particular way or within any particular time of any developmental activities which may be undertaken; and

(d) The taking of any particular action with respect to the Entire Tract, the development, any Parcel, or any Project.

5. Developer's Right to Amend. Until all portions of the Entire Tract are included in the development, or until the right to enlarge the development through the addition of Parcels or Projects terminates, which ever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend this Declaration as may be reasonably necessary or desirable:

(a) To more accurately express the intent of any provision of this Declaration in light of then existing circumstances or information;

(b) To better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by this Declaration; or

(c) To facilitate the practical, technical, administrative, or functional integration of any additional Parcel or Project into the development.

ARTICLE X

General Provisions

1. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, his respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date of recordation of this Declaration, at which said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of a majority of the Units has been recorded, agreeing to change said covenants in whole or in part. No such agreement or change shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Member at least sixty (60) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent rights or interests relating to the Common Properties or community facilities herein created.

2. Notices. Any notice required to be sent to any Member, Owner, or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Owner, or mortgagee on the records of the Association at the time of such mailing.

3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Rules and Regulations. The Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions.

5. Amendment. Subject to the provisions of Article IX, Section 5 above, any amendment to this Declaration shall require:

(a) The affirmative vote of at least two-thirds of all Class A Membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called

for such purpose; and so long as Class B memberships exist,
(b) The written consent of Developer. Written notice setting forth the purpose of the meeting and the substance of the amendments proposed shall be sent to all members at least seven (7) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in the foregoing portion of this Section 5) at which a quorum shall be one-half of the quorum which was required at the meeting preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association (and by the Developer if the Class B membership then exists.) In such instrument an officer or director of the Association shall certify that the vote required by the Section for amendment has occurred.

6. Mortgagee Protection. The lien for unpaid assessments provided for under Article V shall be subordinate to any first mortgage (or trust deed) affecting a Unit, but only to the extent of assessments which become due prior to foreclosure of the mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.

Unless all holders of first mortgages (or trust deeds) on the individual Units have given their prior written approval, neither the Association nor any other party shall be entitled to:

- (a) Partition or subdivide the Common Properties;
- (b) Dedicate or transfer any part of the Common Properties other than roadways included therein; or
- (c) By act or omission seek to abandon or materially alter the arrangement which is established by this Declaration.

7. Bridle Path. Within the Parcels described in Article II hereof is located a bridle path (the Path) used for walking, jogging, and riding horses and motorless bicycles. The Path is geographically described as follows:

Beginning at a point at the Southwest end of the Path, directly East of the covered Recreational Vehicle Storage Building, and running Northeasterly along the west lake to a point where the path "Y's" off in two directions: one leg of the "Y" running Southeasterly approximately 250 feet to a point East of the stables at the Equestrian Center and the other leg running Northeasterly along the West side of the East lake crossing Old Farm Road and continuing to the North and running west of the Old Farm Community Center and East of Building 15 in Fox Point; then winding around the North side of the Community

Center in an Easterly direction and curving Northward between Buildings 12, 13, & 14 on the West, which are in the Fox Point development, and Buildings 5 & 7, which are in the Wayland Station project, then running East along the South side of the stream and north of Buildings 6 & 7 in Wayland Station running across Old Farm Lane South of the stream and North of the Wayland Station swimming pool continuing Eastward to from a loop West of Building 42 in Wayland Station and returning back on the path just described. (The Path is approximately 3/4 of a mile long and averages about 10 feet wide).

Neither the Association, its successors and assigns, nor the Members, shall destroy, or cause to be destroyed, the Path without the prior consent of the Developer first had and obtained in recordable form and recorded in the Official Records of Salt Lake County, Utah.

8. Re-affirmation; Conflicting Provisions. All the provisions of the Original Declaration and the Supplement thereto are hereby reaffirmed. In the event the provisions of the separate instruments conflict irreconcilably, the terms of that document which was recorded most recently shall control.

9. Assignability of Developer's Rights. All or any portion of the rights of Developer under this Declaration or in any way relating to the Entire Tract, the development, or the Common Properties may be assigned.

10. Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. This Declaration has been prepared in conjunction with that certain "Declaration of Condominium of Lexington Village" recorded concurrently herewith and should be read and construed in light of that fact and liberally so as to effect all of the purposes both instruments.

11. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Developer, all parties who hereafter acquire any interest in a Unit, in a Parcel, or in the development, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units, in all Projects, in all Parcels,

2025 MAR 20 10:50 AM

and in the development shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit, in a Project, in a Parcel, or in the development, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12. Effective Date. This Declaration and any amendment hereof shall take effect upon its being recorded in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED on the date and year aforesaid.

PROWSWOOD, INC.

Attest:

By *Richard S. Prows*
Richard S. Prows
President

Mas Yano
Mas Yano, Secretary

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

On the 30th day of December, 1976, personally appeared before me RICHARD S. PROWS and MAS YANO, who being by me duly sworn, did say that they are the President and Secretary, respectively, of RICHARD PROWS, INC., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said RICHARD S. PROWS and MAS YANO duly acknowledged to me that said corporation executed the same.

Edouard Clayton
Notary Public
Residing at Salt Lake County

