

BARRINGTON PARK

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COVENANTS, CONDITIONS, & RESTRICTIONS

REVISED JANUARY 10, 2014

SEVENTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF BARRINGTON PARK

THIS AMENDED and RESTATED DECLARATION is made on the 10th day of Jan, 2014 by Barrington Park Homeowners' Association, a Utah Non-Profit Corporation (hereinafter sometimes referred to as "BPHOA" and as "Association"), for itself and on behalf of the individual homeowners of Barrington Park, hereinafter collectively referred to as "Declarants."

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RECITALS

1. Declarants are the Owners of the real property, hereinafter referred to as the "Property," located in Salt Lake County, Utah, more particularly described on Exhibit "A", "B" and "C" hereto.
2. Declarants and their predecessors in interest have previously filed of record on or about March 7th, 1978 in the Office of the Salt Lake County Recorder a Declaration of Covenant, Conditions, and Restrictions of Barrington Park recorded as Entry No. 3074104 in Book 4634 at Page 977 of the Official Records (the "Original Declaration").
3. The Declaration was amended on or about June 14th, 1979 by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah as Entry Number 3294018 in Book 4881, at Page 167 of the Official Records.
4. The Original Declaration was again amended by a written instrument recorded on or about April 14th, 1983 in the office of the County Recorder of Salt Lake County, Utah as Entry No. 3780914 in Book 5451, at Page 1606 of the Official Records.
5. The Original Declaration was again amended by a written instrument recorded on or about April 14th, 1983 in the office of the County Recorder of Salt Lake County, Utah as Entry No. 3780915 in Book 5451, at Page 1610 of the Official Records.
6. The Declaration was again amended on or about September 1st, 1984 by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah as Entry Number 3990432 in Book 5588, at Page 2022 of the Official Records.
7. The Declaration was again amended by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah on the 24th day of April, 1990 as Entry No. 4908469, in Book 6215, at Page 123 of the Official Records.
8. The Declaration was again amended by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah on the 3rd day of September, 2009 as Entry No. 10790927, in Book 9760, at Page 5605-5655 of the Official Records.
9. The following Plat Maps have been recorded in the Office of the County Recorder of Salt Lake County, Utah from time to time:

| <u>Document</u> | <u>Book</u> | <u>Page</u> |
|-----------------------------------|-------------|-------------|
| Barrington Park Plat IA (Amended) | 78-3 | 83 |
| Barrington Park Plat IB | 78-3 | 84 |
| Barrington Park Plat IIC | 79-5 | 199 |
| Barrington Park Plat IID | 79-9 | 317 |
| Barrington Park Plat IIE | 80-2 | 43 |
| Barrington Park Plat IIF | 80-2 | 42 |
| Barrington Park Plat IIG | 82-7 | 56 |
| Barrington Park Plat IIH | 84-7 | 110 |

10. Declarants' predecessors conveyed the Common Area of the Property to the Association in order to assure the efficient preservation of the value, desirability, and attractiveness of the Property. The Association is responsible for the operation, management, maintenance, repair, enforcement, regulation, and control of Barrington Park.

11. Declarants desire, pursuant to the provision of Article XIV of the Declaration, as amended, to further amend said Declaration pursuant to a resolution of the Association adopted by fifty-one percent (51%) of the members of the Association. This Seventh Amended and Restated Declaration shall be substituted totally for any earlier Declaration and Amendments, and shall become effective and binding upon recordation in the Office of the County Recorder of Salt Lake County, Utah.

DECLARATION

Declarants hereby declare that the Property is, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and occupied subject to the Act and 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 Community, improvement, protection, and maintenance of the Property. This Amended and Restated Declaration is established and agreed upon for the purpose of enhancing, and maintaining the integrity, value and attractiveness of the Property, and every part hereof. All of the limitations, restrictions, easements, conditions, liens, charges, covenants and remedies contained herein shall be equitable servitude's, which run with the land and each estate therein. This Declaration shall be binding upon all parties entering upon or having or acquiring any right, title, or interest in the Property or any part thereof. This Seventh Amended and Restated Declaration shall be for the benefit of each Owner and Resident of the Property, and any portion thereof or interest therein, and shall inure to the benefit of and be binding upon their heirs, successors, and assignees.

ARTICLE I - DEFINITIONS

When used herein (including the Recital Section) the terms and words used below shall have the meanings indicated unless the context clearly requires otherwise.

1. **“Act”** shall mean the Utah Community Association Act located at U.C.A. §57-8a-101 – et al.
2. **“Additional Charges”** shall mean cumulatively all collection and administrative costs, including but not limited to all attorney’s fees, late charges, service fees, filing and recordation fees, accruing interest, fines, and expenditures actually incurred or assessed by the Association.
3. **“Alteration” or “Modification”** shall mean any alteration or decoration of the Lots, the Common Areas, or the exteriors of the buildings thereon, including flags, seasonal or holiday decorations, painting, or other alteration that affects the appearance and aesthetics of the Property.
4. **“Articles”** shall mean the Articles of Incorporation and refer to Barrington Park Homeowners’ Association, a Utah Non-Profit Corporation, its successors and assignees.
5. **“Assessment”** shall mean the Annual Assessment, Special Assessment, or other amount assessed a Lot Owner to pay for the expenses incurred in the operation, management, maintenance, repair, replacement, control and regulation of Barrington Park.
6. **“Association”** shall mean the Barrington Park Homeowners’ Association (BPHOA), a Utah Non-Profit Corporation, its successors and assignees.
7. **“Association Rules and Regulations”** shall mean such administrative or house rules and regulations as the Board of Directors may adopt from time to time.
8. **“Board”** shall mean the Board of Directors of the Association.
9. **“Building”** shall mean any of the structures constructed in Barrington Park.
10. **“Business and Trade”** shall be defined as to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required therefore.
11. **“Bylaws”** shall mean the Bylaws of the Association; as such Bylaws may be amended from time to time.
12. **“Capital Improvement”** shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and involves the expenditure of labor or money and is designed to make the property more attractive or useful or valuable as distinguished from ordinary repairs.

13. **“Common Area”** shall mean all real property in Barrington Park in which the Association owns an interest for the common use and benefit of its Members, their successors, assignees, tenants, families, and guests, including but not limited to the following items:

A) The real property and interests in real property submitted hereby, including all improvements constructed thereon, excluding the individual lots.

B) All Common Areas and Facilities designated as such in the Plat Map or Maps.

C) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to Barrington Park and intended for the common use of all Lot Owners, such as telephone, electricity, gas, water, and sewer.

D) Barrington Park’s outdoor grounds, landscaping, street lighting, perimeter and preservation fences, sidewalks, parking spaces, and roadways.

E) All portions of Barrington Park not specifically included within the individual Lots.

F) All other parts of Barrington Park normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.

14. **“Common Expense”** shall mean the actual and estimated expenses of operating, managing, maintaining, repairing, replacing, controlling, and regulating Barrington Park or any portion thereof, including any reasonable reserve.

15. **“Community”** shall mean Barrington Park.

16. **“Community Wide Standard”** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community as determined by the Board of Directors, the CC&R’s, the Bylaws, and Association Rules and Regulations as may be modified from time to time.

17. **“Declaration” or “CC&R’S”** shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, (CC&R’S) of Barrington Park, a Planned Unit Development

18. **“Declarants”** shall mean and refer collectively to Barrington Park Homeowners’ Association, and each Owner of an individual Lot within Barrington Park.

19. **“Documents”** shall mean CC&R’s, Bylaws or Association Rules and Regulations and Articles of Incorporation.

20. **“ Dwelling Unit”, “Single Family Home”, or “Unit”** shall be a residential structure constructed on a Lot.

21. "**Eligible Insurer**" shall mean an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

22. "**Eligible Mortgagee**" shall mean a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

23. "**Eligible Votes**" shall mean those votes available by Association Members in good standing to be cast on any issue before the Association or the Board of Directors.

24. "**Family**" shall mean one of the following: (1) a single person living alone; (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, such as a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent or great-grandchild who live together, cook together and maintain a common household and single housekeeping Unit, but NOT as a Boarding House. For purposes of definition (2), "family" may also consist of cohabiting, unmarried couples and persons related to one or both members of such cohabiting couple; "family" may also include persons hired as a caretaker or domestic help, foster children, and foreign exchange students visiting for one or more terms of high school.

25. "**Guest**" shall mean a temporary visitor, invitee, or person whose presence within Barrington Park is approved by or is at the request of a particular resident.

26. "**Improvement**" shall mean all existing physical structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, dwelling units, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, trees, shrubs, bushes, and green space.

27. "**Land**" shall mean and refer to all of the real property subject to this Declaration.

28. "**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 is attached.

29. "**Lot**" shall mean and refer to any plot of land shown upon the recorded Plat Map of the 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.

30. "**Lot Number**" shall mean the number or letter, or combination thereof, used to identify a Lot.

31. "**Lot Owner**" shall mean an Owner.

32. "**Manager**" shall mean the person or entity appointed or hired to manage and operate Barrington Park.
33. "**Map**" shall mean the Plat Map on file in the office of the County Recorder of Salt Lake County.
34. "**Member**" shall mean and refer to every person or entity that owns any Lot.
35. "**Member in Good Standing**" shall mean any member who is current with all assessments and additional charges.
36. "**Mortgage**" shall mean exclusively either a first mortgage or a beneficiary under a first deed of trust on any Lot; shall not mean the seller under an executory contract of sale.
37. "**Notice**" or "**Hearing**" shall mean the due process provided to Owners and Residents.
38. "**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 Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.
39. "**Person**" shall mean a natural person, corporation, partnership, trust, Limited Liability Company, or other legal entity.
40. "**Planned Unit Development**" Barrington Park is a Planned Unit Development. A Planned Unit Development (PUD) is also referred to as a planned community or a cluster development. It is a subdivision containing individual Lots with common areas controlled by a homeowners' association. The purchaser buys the Lot and the home, making them the Owner of all but the Common Area which is designated on the Plat Map filed with the county.
41. "**Plat**" or "**Plat Map**" shall refer to the official Plat Map or Maps, as may be amended, of Barrington Park which have been recorded and which are more particularly described in the recitals to this Amended Declaration.
42. "**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.
43. "**Property**" shall mean all of the real estate and property identified and described in Exhibits "A" "B" and "C" hereto, including all structures and other improvements located or constructed thereon.
44. "**Recreational Commercial**" or "**Oversized Vehicles**" shall mean any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation device of any kind.
45. "**Reserve Fund**" shall mean and refer to the money held in reserve for maintenance or designated for Capital Improvement.

46. "**Resident**" shall mean any Lot Owner, any member of a Lot Owner's family, and any tenant of a Lot Owner who resides in a Unit under a lease or rental agreement.

ARTICLE II - PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

1. **Members' Easements and Enjoyment.** Every Member of the Association shall have a right of quiet enjoyment to their respective Lot and 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 duty of the Association through the Board of Directors to limit the number of guests invited by any Member to the Common Area and to adopt Association Rules and Regulations regulating the use and enjoyment of the Common Area.

B) The duty of the Board of Directors to charge reasonable admission and other fees for the use of the Common Area or any recreational facility situated on the Common Area.

C) The duty of the Board of Directors to enforce, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area or recreational areas therein, and to mortgage the Common Area. It shall require the consent of sixty-five percent (65%) of the members to borrow money to improve Common Area and the consent of sixty-five percent (65%) of the members to mortgage the Common Area. The rights of any such mortgagee shall be subordinate to the rights of the members.

D) The duty of the Board of Directors 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 sixty-five percent (65%) of the membership.

2. **Delegation of Use.** Any Lot Owner may delegate his rights of enjoyment to the Common Area and the Private Streets to the members of his family or tenants who reside thereon under a leasehold or rental interest therein, and to his Guests. The use shall be subject to and in accordance with the CC&R's and Association Rules and Regulations. No Owner may both delegate the right to use and use the Common Area. However, notice shall be given to the Manager in writing of the name of such person and of the relationship of the Member to such person. The rights and privileges of any such person to use the Common Area may be suspended, as more fully provided in this Declaration.

3. **Parking Rights.**

A) The use of the undesignated parking spaces located in the Common Area, exclusive of the Limited Common Area, shall be subject to and governed by Association Rules and Regulations, as the same are in effect from time to time, and shall be assigned by the Board of Directors on the basis of need.

B) The Board of Directors may charge a parking fee, to be determined annually, for parking in Common Area designated parking lots. The parking fee may not exceed \$100.00 per month. The Board of Directors may discount the parking fee if the Resident agrees to pay in advance for a period of twelve (12) months. All parking fees are to be uniform for every Resident during the fiscal year.

C) Vehicles parked in the Common Area spaces must not exceed the dimensions of the marked parking spaces.

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 questions. 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 implied contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarants for the installation and maintenance of utilities and drainage facilities. Declarants may grant no easement on, upon, in, or under any Lot. The Board of Directors, on behalf of the Association, shall manage and maintain all ponds, streams, and drainage systems in and upon the Property for flood control purposes and shall be entitled to enter into reasonable agreements with Taylorsville City and/or Taylorsville-Bennion Improvement District. The Board of Directors on behalf of the Association agrees to use and maintain the ponds and drainage systems in and upon the Property in connection with flood control programs in Salt Lake County and to make provisions for the disposition of water in such ponds, streams, and drainage systems.

ARTICLE III - RESIDENCE AND USE RESTRICTIONS

1. **Single Family Use.** Each Lot shall be used for single-family residential purposes only.
2. **Density Restrictions.** There shall not be constructed or maintained on any Lot more than one (1) residence. No more than one (1) single family may occupy a residence.
3. **Offensive Conduct: Nuisances.** No noxious, illegal, or offensive activities shall be permitted anywhere on the Property; nor shall anything be done on the Property which is or may be or become an annoyance, disturbance, or a nuisance to the Residents of Barrington Park. For purposes of this Section, the term "nuisance" includes but is not limited to the following:
 - A) The development of any unclean, unhealthy, unsightly, unkempt, or illegal condition on, in or about a Lot or the Common Areas.
 - B) The storage or use of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses.
 - C) The storage of any substance, thing, or material upon any Lot or in the Common Areas that will emit any foul, unpleasant, or noxious odors, that will cause any undo noise, or the creation of any other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other Residents at Barrington Park.
 - D) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas.
 - E) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress, or a disturbance to any other Residents, and their Guests , particularly if the police or sheriff must be called to restore order.
 - F) Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Residents and their Guests.
 - G) Excessive noise and/or loud music about any Lot or the Common Area.
 - H) Excessive traffic in, on or about any Lot or the Common Area, especially after 10:00 pm and before 7:00 am.
 - I) There will be no loitering allowed in the Common Area.
 - J) Members and other Residents shall not engage in any abusive or harassing behavior, either verbal or physical or any form of intimidation or aggression directed at other Members, Residents, Guests, occupants, or directed at management, its agents, its employees, or vendors.

4. **Parking Restrictions: Use of Garages/Carports.** The driving, parking, and storing of motor vehicles in, on or about Barrington Park shall be subject to the following:

A) The parking rules and regulations shall be adopted by the Board of Directors from time to time.

B) Except for emergency vehicles and for purposes of loading or unloading passengers or supplies, no recreational ("RV"), commercial or oversized vehicle parking is allowed in Barrington Park, except as outlined in Section 11 of this Article.

C) No overnight parking on the street is allowed in Barrington Park.

D) No motor vehicle or trailer, including but not limited to any automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot, building or parking space, or so as to create an obstacle or potentially dangerous condition.

E) Residents may only park their motor vehicles overnight within their garages, carports and driveways; all sporting equipment must be garaged or otherwise stored in the evening, or when not in use. For additional permit parking information see Article II, 3.

F) No Resident shall restore any vehicle of any kind in, on or about any open area or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper facility.

G) All parking areas shall be used solely for the parking of currently registered and operable vehicles and not the storage of vehicles.

H) Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the Owner's sole expense.

5. **Signs and Posters.**

A) One FOR SALE sign of customary design and dimension may be displayed from the Lot or Limited Common Area. One additional FOR SALE sign may be placed upon the Common Area during an open house, oriented to the nearest street. The dimensions of any post placed in the ground may not exceed 2"x2".

B) Political signs may be placed on the Owner's Lot or Limited Common Area not earlier than three months prior to an election and must not exceed 450 square inches in size (Example: 24 inches wide and 18 inches tall). The political sign must not be more than 42 inches above the ground and must be removed the day after the election. No more than three (3) political signs may be displayed on any Lot at any one time.

C) The flag of the United States of America may be displayed from an Owner's Lot year round. Decorative flags may be displayed from an Owner's Lot as long as they are not tattered or torn.

D) Any other signs, posters, or advertisements are not permitted on Lots, Limited Common Areas, and the Common Area.

6. **Installation and Maintenance of Insulation, Air Conditioners, or Windows and Doors.** No insulation, air conditioning unit, or swamp cooler shall be constructed, erected or maintained on or allowed to protrude through the exterior of any building, including the roof unless installed during the original construction of Barrington Park. Each Owner shall bear full responsibility for the cost of maintaining his air conditioning unit, electrical fuse and meter boxes, windows, garage doors, front and back doors. Exceptions to this paragraph may be only obtained by written permission by two-thirds (2/3) of the Board of Directors who shall convene and act within thirty (30) days on any appeal of this section filed with the Board of Directors by an Owner. Once approved and installed these will become the full responsibility of the Lot Owner.

7. **Antennas.** Antennas must be located in the attic, crawl space, garage, or other interior spaces of the Dwelling Unit or another approved structure on the Unit, so as not to be visible from outside the Dwelling Unit or other structure.

8. **Satellite Dish.** Up to two satellites dishes having a diameter of not more than 18" installed adjacent to any Dwelling Unit and integrated with the structure and surrounding landscape shall be permitted.

9. **Pets, Service and Companion Animals.**

A) No animals, livestock or poultry of any kind shall be bred in, on or about Barrington Park. Homeowners will be allowed to have two (2) animals. Aggressive animals shall not be allowed on the Common Area of Barrington Park. All animals must have a current government issued license.

B) Animals may not create a nuisance. The following acts of an animal shall constitute a nuisance:

- (1) If it causes damage to the Common Area of Barrington Park.
- (2) If it causes unreasonable fouling of the air by odors.
- (3) If it causes unsanitary conditions.
- (4) If it barks, whines, howls or meows, or makes other disturbing noises in an excessive or continuous manner.
- (5) If it molests or harasses passersby by lunging at them or chasing vehicles.
- (6) If it attacks people or other animals.
- (7) If it otherwise acts so as to bother, annoy or disturb other occupants or interferes with their right to peaceful and quiet enjoyment.

C) Animals shall not create an unsanitary condition on decks and patios.

D) While in the Common Area, all animals MUST BE ON A LEASH OR RESTRAINED AT ALL TIMES and under the control of a responsible person. Animals are not allowed to roam in Barrington Park. When a pet defecates on any portion of the Common Area or Limited Common Area, the Owner/Resident shall immediately remove the feces. If an Owner or Resident fails to comply with this provision, the Board of Directors may bar such animals from the Common Area. Fines for noncompliance shall also be imposed in accordance with the Association's schedule of fines created by the Board of Directors.

E) All animal owners must comply with Association Rules and Regulations as adopted from time to time.

10. **Business Use.** No commercial trade or business may be conducted in or from any Lot unless:

A) The City of Taylorsville requires a letter of approval from Barrington Park in order to acquire a business license.

B) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence.

C) The business activity conforms to all zoning requirements for Barrington Park.

D) The business activity does not involve persons coming into Barrington Park who do not reside in Barrington Park or door-to-door solicitation of residents of Barrington Park.

E) The business activity is consistent with the residential character of Barrington Park and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Barrington Park, as determined by the Board of Directors.

Notwithstanding the above, the leasing or renting of a residence shall not be considered a trade or business within the meaning of this Sub-Section.

11. **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 Property. Trucks, trailers and recreational vehicles may be parked adjacent to a Lot for purposes of loading and/or unloading for a period of 48 hours. Such a vehicle may only be kept adjacent to a Lot for a period longer than 48 hours with the specific written permission of the Board of Directors.

12. **Garbage Disposal.** Trash, garbage, or other waste shall be kept only in sanitary containers as recommended or provided by the Association. The containers will be stored as outlined in the Association Rules and Regulations. No Owner of a Lot shall permit or cause any trash or refuse to be disposed of on any portion of the Property.

13. **Exterior Alterations.** Without the prior written consent of the Board of Directors no Owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings,

fences, railings or walls situated on the Property, including any part of a Lot or the Common Area. Any alterations done to the outside of the structure will need to be approved per Article VIII. These include, but are not limited to: windows, doors, awnings, patio enclosures, light fixtures, garage doors, electrical boxes, electrical outlets, window well covers and screens. Once approved and installed these will become the full responsibility of the homeowner.

14. **Compliance with Laws. Etc.** Without the prior written consent of the Board of Directors nothing shall be done or kept on a Lot or on the Common Area, which might increase the rate of insurance for 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 for the Association or which would be 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, said Owner shall become liable for the additional insurance premiums.

15. **Indemnification.** Each Owner and Resident 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 Resident, or his Family, or Guests, to the extent that any such damage may not be covered by insurance.

16. **Owners Obligation for Taxes.** Each Owner shall be obligated to pay any real and personal property taxes assessed against his respective Lot and/or improvements thereon and all utility charges relating to said Lot. Each Lot shall be considered to be a parcel, and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments.

17. **Unsightly Work, Hobbies or Unkempt Condition.** The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

18. **Subdivision of a Lot.** No Lot shall be subdivided or partitioned.

19. **Firearms, Incendiary Devices and Graffiti.** The use of firearms and incendiary devices or the painting of graffiti within Barrington Park is prohibited. The term firearms, as used here, is defined as those devices which expel a projectile regardless of the propellant. Fireworks may be used in season and regulated by the Association Rules and Regulations and county or city ordinances.

20. **Temporary Structures.** No Owner or Resident shall place upon any part of the Property any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Board of Directors.

21. **Trees, Shrubs and Bushes: Maintenance of Proper Sight Distance at Intersections.** All property located at or near driveways, entrances, exits, walkways, paths, and street intersections or corners

shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree, or monument, real or artificial, shall be planted or placed by any Owner or Resident in, on or about the Common Area without the prior written consent of the Board of Directors. The Board of Directors may alter or remove any objects planted or placed in violation of this subsection.

22. **Non-Owner Occupancy.** Under no circumstances can a Lot be purchased as a Rental. The Lot must be Owner occupied for a minimum of one year before the Lot may be occupied by a non-owner. No more than 25% of all Lots may be occupied by non-owners at one time.

The Owner must comply with the following:

A) Prior to non-owner occupancy, the owner must submit a letter to the Board with regards to the proposed occupancy of their Lot. Upon the Board's approval to allow non-owner occupancy, the Owner must submit the names of the intended occupants along with a copy of a Utah Department of Public Safety Background Check. A new background check must be submitted for any subsequent occupants.

B) Based on the content of the background check the Board of Directors shall have the authority to accept or reject the request. If accepted, the Non-Owner Occupancy Lease Addendum, as provided by Barrington Park, must be signed and a copy of the Lease agreement must be submitted to the office. A copy of any subsequent agreement must be submitted also.

C) Owner must furnish occupant(s) with a copy of the CC&Rs, Bylaws, and Association Rules and Regulations and the occupant(s) must agree, in writing, to abide by the Documents. The Owner will be responsible for any infractions of these rules.

D) If Owner is past due on any Assessments, the Association will collect the amount of the rent from the Non-Owner Occupant and apply any past due amounts before forwarding the balance to the Lot Owner.

E) The occupancy privilege may be revoked by the Board with a 30 day notice if any of the following conditions persist after a written notice to correct.

- (1) Owner does not remain in good standing with the Association
- (2) Physical appearance of the Lot does not meet HOA standards.
- (3) Non-owner occupant has caused multiple fines to be levied.

F) Failure to comply with all of the provisions of Section 22 of this Article will result in a fine in an amount established by resolution of the Board of Directors until all above requirements are met.

23. **Conveyance.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

“All of Lot No. _____, contained within BARRINGTON PARK, a Planned Unit Development, as the same is identified in the Record of Plat Map recorded in Salt Lake County, Utah as Entry No. _____, In Book No. _____ at Page No. _____ (as said Record of Plat Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions and Restrictions of BARRINGTON PARK, a Planned Unit Development, recorded in Salt Lake County, Utah as Entry No. _____, In Book No. _____, at Page No. _____, (as said Declaration may have heretofore been amended or supplemented), together with an undivided percentage of ownership interest in the Association. The Barrington Park FHA number is PUD 7.”

Regardless of whether or not the description employed in any such instrument is in the above specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor the right of non-exclusive use of a Common Area shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Lot to which they relate.

24. **Landscaping.** The Association will be responsible for the landscaping and care taking unless an Owner chooses to care for their own landscaping. If an Owner decides to care for their own landscaping, they must first obtain approval from the Architectural Control Committee of their landscaping plan. The plan must conform to the guidelines established by the Architectural Control Committee. Upon approval the Owner will then be responsible for the care of the landscaped area. The Owner will notify the business office that they will be caring for their own landscaping. In the event the Owner decides to no longer maintain this area the Owner will be responsible to return the landscaped area to its original condition. If the property is sold the Owner shall disclose to the potential buyer that they have a maintenance requirement for the landscaped area. Failure to keep these areas clean and well groomed will result in a warning and/or fine.

25. **Lot Owner Responsibility.** All Owners will be responsible for the cement pads that their air conditioners sit on, windows, doors, garage doors, decorations and fixtures that have been installed on the exterior of the structure and any damage caused to the structure by that installation, satellite dishes, awnings, misting systems, garden lights, patio enclosures, water bibs, handicap ramps, air conditioning units, electrical boxes, outlets, breaker/fuse boxes, antennas, cable wires, telephone lines, bird feeders, flags, pest control, ants, rodents and any interior systems and/ or damage done by those systems.

26. **Garage/Yard Sales.** Garage/Yard Sales shall be allowed only on days designated by the Board and are to be limited to no more than two weekends per year.

ARTICLE IV - THE ASSOCIATION

1. **Formation.** The Association has been incorporated under the name of Barrington Park Homeowners' Association as a Non-Profit Corporation under the laws of the State of Utah and has been charged with the duties and invested with the powers prescribed by law and set forth in the CC&R's. 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 any inconsistency, the provisions of this Declaration shall control.

2. **Membership.**

A) **Qualifications.** Each Lot record Owner shall be a Member of the Association. 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 as members, persons or entities that 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 the CC&R's, the Association Rules and Regulations, as any of the same as may from time to time be amended.

C) **Transfer of Membership.** The Association membership of each Owner 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.** Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is the Owner of a single Lot, all such persons shall be Members. However, the vote for such Lot shall be exercised as the joint owners determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

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 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) Voting Director. Voting shall be under the direction of the Secretary of the Association and the Nominating Committee as outlined in the Bylaws.

D) Ballots. Proxy and absentee ballots shall be made available for all elections as directed by the Secretary of the Association and the Nominating Committee. Proxy designations terminate upon the conclusion of voting. Proxies shall be limited to five (5) per individual.

E) Records. All voting records must be kept on file for a minimum period of one year.

F) Suspension of Right to Vote for Non-Payment. The right of an Owner to vote on issues concerning the Association shall be suspended if the Owner is not in good standing. However, such Owner may be counted at a meeting for Quorum purposes.

4. **Board of Directors and Officers.** The affairs of the Association shall be conducted by the Board of Directors, as elected by the Owners, and such other Officers as the Board of Directors may appoint, in accordance with the Documents as the same may be amended from time to time. Any Owner in good standing living in the boundaries of Barrington Park shall have the right to become a member of the Board of Directors.

5. **Powers of the Association and Board of Directors.** The Association shall have all the powers of a non-profit corporation organized under the general non-profit laws of the State of Utah, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration and the Articles and the Bylaws. 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 Barrington Park, including without limitation:

A) Assessments. The Association shall have 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.

B) Right of Enforcement. The Association shall have the power and authority from time to time in 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 the Documents, and to enforce by mandatory injunction or otherwise, all provisions thereof. In addition to the foregoing remedies, the Board of Directors, on behalf of the Association, shall have the right to suspend the voting privileges, suspend the use privileges of the recreational areas, issue citations, or assess fines against any Owner by reason of any violation by an Owner or Resident, members of their family, or guests, of this Declaration, provided however, that:

(1) Each Owner who has had an enforcement action imposed shall have the right to appeal the action by filing with the Board of Directors written notice of his intention to appeal.

(2) The appeal shall be given to the Appeals Committee (See ARTICLE IX).

(3) The action by the Board of Directors imposing the fine or suspension shall thereupon become ineffective until the Appeals Committee has heard testimony and made a recommendation to the Board of Directors.

(4) The Board of Directors will then act upon the recommendation of the Appeals Committee.

C) Towing Of Vehicles. The Board of Directors is specifically authorized and empowered to tow and impound any vehicle parked in violation of the CC&R's and/or Association Rules and Regulations and the cost of such shall be charged to the defaulting party. Neither the Board of Directors, nor any of its members, representatives, agents, employees, or independent contractors shall be held liable for any damage or loss of any kind resulting from such action.

D) Delegation of Powers. The Board of Directors has 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 of Directors to supervise and regulate the activities of the Manager.

E) Association Rules and Regulations. The power to adopt, amend and repeal by majority vote of the Board of Directors such rules and regulations as the Directors deem reasonable (the "Association Rules and Regulations"). The Association Rules and Regulations shall, in addition to the provisions of the CC&R's, govern the use of the Common Area, including but not limited to, the recreational facilities and the private streets, by the Owners, the families of the Owners, or by an licensee, lessee, renter, or contract purchaser of an Owner, provided, however, that the Association Rules and Regulations may not discriminate among Owners and shall not be inconsistent with the CC&R's. A copy of the Association Rules and Regulations 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 Regulations and any CC&R's the provisions of the CC&R's shall control.

F) Fines. Fines shall not exceed Five Hundred Dollars (\$500.00) for any one violation, over and above the cost of any repairs or replacements, pertaining to the violation. Fines imposed will be in accordance with the fine schedule adopted by the Board.

G) Licenses, Easements. And Rights-of-Way. The Board of Directors on behalf of the Association has 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:

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

(2) Public sewers, storm water drains, pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes.

(3) Any similar public or quasi-public improvements or facilities.

(4) The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Board of Directors on behalf of the Association and may be granted at any time.

H) Conveyance or Encumbrance of the Common Area. The power, upon written approval of sixty-five percent (65%) of the Members of the Association, 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 Property. 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, as long as they are consistent with the intended use of the Common Area, shall not be deemed a transfer within the meaning of Article IV, 5., G).

6. **Duties of the Association.** In addition to powers delegated to it by Utah law and its Articles, without limiting the generality thereof, the Association, through its Board of Directors 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:

A) Contracting for Service. The Board of Directors on behalf of the Association shall contract for services to include property management, major repairs, construction and to include maintenance of the Common Area and Lots as required by this Declaration. The term of any contract shall not exceed one year from date of origin of the contract. Handyman repairs may be performed by employees of the Association or the Manager if such repairs are routine in nature and do not require skilled craftsmen. All contracts to perform the above services shall be by firm bids from a minimum of three licensed and insured contractors.

B) 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 maintenance of pumps, circulation and drainage facilities. In this connection, the Board of Directors may enter into contracts for services or materials for 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 the Members of the Association. Notwithstanding the preceding sentence, the Board shall be entitled to enter into the following contracts for terms of longer than one (1) year without said Member approval or written consent:

(1) A contract with a public utility provided the rates charged for the materials and services are regulated by the Public Service Commission. However, the terms of the contract shall not exceed the shortest term for which the supplier will contract at the required rate.

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

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

D) Additional Maintenance Obligations. In addition to the operation, maintenance and management duties of the Association set forth in Article IV, 6, A through C, 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 Property and the parking along 1300 West Street adjacent to the Property. If the need for maintenance and repair of the landscaping or sprinkler system as required by this paragraph is shown to have caused, upon such evidence as shall be satisfactory to the Board of Directors, by the willful or negligent conduct or act of an Owner or Resident, his Family, Guests or other persons using or occupying his Lot with his express or implied permission, the cost of such repair and maintenance shall be added to and become part of the assessment to which said Owner and Lot is subject.

E) 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 the event that the Association is denied the status of a tax-exempt corporation, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, which may be levied against the Association.

F) Professional Management. The Board of Directors may delegate some of its management responsibilities to a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than thirty (30) days, and no such contract or agreement shall be for a term greater than one (1) year.

G) Committees. The Board of Directors appoints and removes members of the Architectural Control Committee and Appeals Committee and other committees as the Board of Directors may so direct, all subject to the provisions of this Declaration.

H) **Enforcement of Restrictions and Rules.** The Board of Directors, on behalf of the Association, shall perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of the CC&R's.

I) **Capital Improvements.** The Board of Directors shall prepare a table of Capital Improvements, which shall contain a list of foreseeable expenditures for Capital Improvements within the Property. The table shall be included in every annual budget and it shall be reviewed and updated at least annually. The Board of Directors, for the replacement of capital assets, shall establish reasonable reserve accounts as they age. Expenditures by the Association for Capital Improvements to Barrington Park shall be subject to and governed by the following:

(1) Capital Improvements to Barrington Park, which cost ten percent (10%) or less of the total annual operations budget and do not materially alter the nature of Barrington Park, may be authorized by the Board of Directors alone.

(2) Any Capital Improvement, the cost of which will exceed such amount, must, prior to the commencement of construction, be authorized by at least a majority of those Owners casting votes at an Annual Meeting.

(3) Any Capital Improvement which would materially alter the nature of Barrington Park must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least a majority of those Owners casting votes at an Annual Meeting.

7. **Personal Liability.** No member of the Board, any committee of the Association, or any officer of the Association, or the Manager, if any, shall be personally liable to any Owner or Resident, 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 of Directors, 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 basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

8. **Annual Meeting and Notice.** The Association shall hold an Annual Meeting as further directed by the Bylaws.

9. **Budget.** The Board of Directors shall prepare a Budget which:

A) Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month fiscal year.

B) The Budget shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and the exterior of the Dwelling Units, which estimates shall include but are not limited to expenses of:

- (1) Management.
- (2) Grounds maintenance.
- (3) Taxes and assessments .
- (4) Premiums for all insurance which the Board is required or permitted to maintain.
- (5) Common lighting, heating and water charges.
- (6) Carpeting, painting, repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis.
- (7) Wages for Association employees, legal and accounting fees, and any deficit remaining from a previous period.
- (8) The creation of a reasonable contingency reserve, surplus or sinking fund, or capital improvement reserve.
- (9) Maintenance, repair, and replacement for exterior components of the Dwelling Units as further provided in Article X herein.
- (10) Other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

10. **Reserve Account.** The Board of Directors shall establish and maintain a reserve account to cover the cost of repairing, replacing, or restoring the Common Area and Lots, in accordance with state law, as amended from time to time.

11. **Budgets and Financial Statements.** Financial Statements for the Association shall be regularly prepared and copies shall be made available to each Member of the Association as follows:

A) A pro forma operating statement (budget) for each fiscal year shall be made available to Lot Owners not less than ninety (90) days before the beginning of the fiscal year.

B) Within thirty (30) days after the close of each fiscal year, the Association, or its agent, shall cause an independent audit, compilation or report of accounts of the Association to be prepared by a certified public accountant. Within thirty (30) days after completion of the audit compilation or report, a copy shall be made available to each Owner. 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 made available to each Member, and to each holder of a first mortgage of record, within ninety (90) days after the end of each fiscal year. The books and records of the Association shall be audited upon the written request or vote of at least a majority of the Members of the Association.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENT

1. **Creation of the Lien and Personal Obligation of Assessment.** Each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants or is deemed to covenant and agree, for each Lot owned, to pay the Association the sums set forth below. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to the Owner of both the legal and equitable interest in any Lot, the Owner of record in the offices of the County Recorder of Salt Lake County, Utah, and both the Buyer and Seller under any executory sales contract or other similar instrument.

A) Regular Annual Assessments or charges.

B) All other assessments levied by the Board of Directors from time to time, including but not limited to all specific, special, and individual assessments as hereinafter provided.

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, the exterior of the Dwelling Units, and the performance of the duties of the Association as more fully set forth in the Documents.

3. **Annual and Special Assessments.**

A) **Annual Assessments.** There shall be assessed against each Lot an Annual Assessment that shall be paid by all Lot Owners in accordance with the provisions of this Declaration.

B) **Increase in Annual Assessments.** In the event that the Board shall determine that the 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 additional Annual Assessment shall be approved by a majority of Owners present at the Special Meeting called for such purpose. The additional Annual 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.

But if the Association's Liability, Fidelity or Property Insurance as required by Article XI is increased by the insurer, the Board of Directors may pass on these increases to the Annual Assessment for each lot without any additional approval.

C) **Uniform Assessment.** The 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 Unit on each Lot. For such purposes, 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 the living Unit was acquired from the Developer. A schedule of the determined amount

of living space for each of the living Units is set forth in Exhibit B attached hereto. The assessment so determined shall constitute the Annual Assessment, which can be levied against the Lots. The allocation of twenty-five percent (25%) of the 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 Annual Assessments charged to the respective Owners, each Owner shall for all purposes be regarded as having an equal interest in the Common Area.

D) **Special Assessments.** The Board or Association may propose Special Assessments in any year provided that any Special Assessment, its duration, amount, and installment schedule shall be effective only if approved by a majority of the Owners present at a Special Meeting called for such purpose.

E) **Specific Assessments.** The Board of Directors may specifically assess an Owner in a particular area provided that the specific assessment is not for any maintenance, repair or replacement ordinarily required by this Declaration.

(1) **Benefit only To Specific Lot.** If the expense benefits less than all of the Lots, then those Lots benefited may be specifically assessed, and the specific assessment shall be equitably apportioned among those Lots according to the benefit received.

(2) **Unequal or Disproportionate Benefit.** If the expense benefits all Lots, but does not provide an equal benefit to all Lots, then all Lots shall be specifically assessed, but the specific assessment shall be equitably apportioned among all Lots according to the benefit received.

F) Individual Assessments shall be levied by the Board of Directors against a Lot and its Owner to reimburse the Association for:

(1) Fines levied and costs incurred in enforcing the CC&R's.

(2) Costs associated with the maintenance, repair or replacement for which the Lot Owner is responsible, not including ordinary wear and tear.

(3) Any other charge, expense, or cost designated as an Individual Assessment in the CC&R's.

(4) Attorney's fees, interest, and other charges relating thereto as provided in this Declaration.

4. **Assessment Period.** The Annual Assessment period shall commence on October 1 of each year and terminate on September 30th of such year. All assessments shall be payable in equal monthly installments unless the Board of Directors adopts some other basis for payment.

5. **Assessment Notice.** Thirty (30) days prior to the Annual Meeting, written notice of proposed annual assessments shall be sent to the Owner of every Lot subject thereto.
6. **Assessment Due Date.** The due dates for all assessments shall be the first day of each month unless the Board of Directors establishes some other due date. Assessments shall be paid in the manner and on dates fixed by the Board of Directors who may elect to accelerate the entire annual Assessment for delinquent Owners. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Board of Directors otherwise decides acceleration is not in its best interest, the Board of Directors may elect to decelerate the obligation.
7. **Time is of the Essence.** Time is of the essence and all Assessments shall be paid promptly when due.
8. **Delinquent Assessments.** Any Assessments which are not paid when due are delinquent and a lien against the Lot affected shall be attached.
9. **Late Assessments and Accruing Interest.** Any Assessments delinquent more than fifteen (15) days shall incur a late charge of twenty-five dollars (\$25.00), or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of eighteen (18%) per year or the prime rate of the current Wasatch Front Price Index on the date the assessment was due, whichever is greater, shall accrue on all delinquent accounts.
10. **Notice of Delinquency.** The Association shall give a notice of delinquency to any Owner, who has not paid his Assessments, in a timely manner.
11. **Notice of Lien.** If any Lot Owner fails or refuses to make any payment of any Assessment when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Board of Directors, or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, , except: (1) a lien or encumbrance recorded before the Original Declaration was recorded; (2) a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; or (3) tax and other special governmental assessment liens on the Lot in favor of any assessing Agency or special improvement district.
12. **Foreclosure of Lien and/or Collection Action.** If any Assessments remain unpaid, the Association may, as determined by the Board of Directors institute suit to collect the amounts due and/or foreclose the lien.
13. **Personal Obligation.** Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to judicially foreclose the lien.
14. **No Waiver.** No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the nonuse of Common Areas or the abandonment of his Lot.

15. **Duty to Pay Independent.** No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

16. **Application of Payments.** All payments made by or on behalf of Owners shall be applied as follows: additional charges, delinquent assessments and current assessments, unless otherwise determined by the Board of Directors in writing.

17. **Exempt Property.** The Common Area shall be exempt from assessment herein.

18. **Estoppels 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 by any prospective purchaser or mortgage of said Owner's Lot. The Association may charge a reasonable fee for such certificate as further provided by the Act.

19. **Superiority of Common Area Assessments.** All Assessments and liens created to secure the obligation to pay Assessments are superior to any homestead exemptions to which an Owner may be entitled.

20. **Failure to Assess.** The omission or failure of the Board of Directors to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE VI - ENFORCEMENT OF ASSESSMENTS AND LIENS

Assessments must be paid in a timely manner and shall be collected by personal judgment or lien. The obligation to pay delinquent assessments shall not be terminated by any voluntary transfer, conveyance, abandonment, or sale of the Lot.

- 1. Foreclosure of Lien.** The lien for nonpayment of Assessments may be enforced by foreclosure of the Owner's interest therein by the Board of Directors. The sale or foreclosure shall be conducted as provided by the Act. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, other collection costs, and all reasonable attorney's fees. The Board of Directors may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.
- 2. 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 such 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 of Directors may exercise the power of sale to enforce the liens created hereby. A suit to recover a money judgment for an unpaid assessment shall be maintainable without foreclosing or waiving its lien rights.
- 3. Priority of Mortgage.** No breach of the covenants, conditions, or restrictions herein contained, nor the enforcement of any lien provision 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 (expressly excluding any sellers under an executory contract of sale) 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.

ARTICLE VII - INSPECTION OF ASSOCIATION BOOKS AND RECORDS

1. **Association Records.** Association records shall be maintained and made available as provided in the Bylaws.
2. **Board Reasonable Rules.** The Board of Directors 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 Article XI of the Bylaws.

ARTICLE VIII - ARCHITECTURAL CONTROL COMMITTEE

1. **Committee Composition.** The Architectural Control Committee shall initially consist of three (3) persons to be appointed by the Board of Directors. The Board of Directors may 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) appointed by the Board of Directors. The Chairperson of the Architectural Control Committee can then pick three (3) additional Members to be appointed to the Architectural Control Committee. All appointments must be Association Members in good standing.
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, and to insure that the improvements constructed on the Property conform to the plans approved by the Architectural Control Committee.
3. **Plans and Approval.** Excepting the interiors of the Dwelling Units, no replacement, addition or alteration of a building structure, fence, drainage facility, landscaping, or planting shall be allowed on any Lot, until the plans and specifications showing the location and nature of such replacement, addition or removal have been submitted to the Architectural Control Committee. No exterior painting or decorative alteration shall be commenced until such plans have been submitted to the Architectural Control Committee. Once submitted to the Architectural Control Committee, the Committee shall review such submittals and present them to the Board of Directors for approval. These submittals must include the proposed color scheme, design thereof and the quality of materials to be used. The Architectural Control Committee and the Board of Directors shall not unreasonably withhold review of such plans provided they are in harmony with the surrounding structures and topography. Plans and re-submittal thereof shall be approved and/or disapproved within thirty (30) days of each submittal to the Board of Directors for final approval.
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 maintain a written record of all actions 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, adopt, amend and repeal by written consent from the Board of Directors 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 Barrington Park. Members may challenge the reasonableness of such rules first by appeal directly to the Architectural Control Committee and thereafter by appeal to the Appeals Committee.

6. **Variance.** The Architectural Control Committee shall adopt architectural guidelines governing Barrington Park as approved by the Board of Directors. The Committee may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted procedures.

7. **Waiver.** The approval of any plans, specifications, drawings or proposals shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings or matters whatsoever, whether subsequently or additionally submitted for approval or consent.

8. **Limitation of Liability.** Neither the Association, the Board of Directors, the Architectural Control Committee, nor any of the Members of such entities, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the CC&R's. Such persons likewise shall not be held responsible for any structural or other defects in any work done according to such plans and specifications. No permission for any structural alterations shall be deemed granted until the Lot Owner has signed and delivered to the Board of Directors a release, waiver, and indemnity agreement in a form acceptable to the Board of Directors.

ARTICLE IX - APPEALS COMMITTEE

1. **Committee Composition.** The Appeals Committee shall consist of five (5) members. One of which must be a current member of the Board of Directors and four (4) current Resident Owners. The Chairperson is to be appointed by the Board of Directors. The appointed Chairperson will submit to the Board of Directors four (4) names of current Resident Owners for approval and appointment to the Appeals Committee as per the above criteria. The Chairperson must not be a member of the Board of Directors.
2. **Duties.** It shall be the duty of the Appeals Committee to hear and decide all appeals arising hereunder. All recommendations of the Appeals Committee shall be determined based upon the vote of the members of the Appeals Committee and submitted to the Board of Directors.
3. **Determination.** The Board of Directors shall have the right to accept or reject the recommendation of the Appeals Committee, by a majority vote.
4. **Meetings and Compensation.** The Appeals Committee shall meet from time to time as necessary to perform its duties hereunder. The Appeals Committee shall maintain a written record of all actions taken by it in such meetings. Members of the Appeals Committee shall not receive any compensation for services rendered.
5. **Appeals Committee Rules.** The Appeals Committee may, from time to time, subject to approval of the Board of Directors, adopt, amend and repeal by unanimous vote, rules and regulations that shall govern the hearings which it is required to conduct pursuant to this Declaration.

ARTICLE X - MAINTENANCE AND REPAIRS

1. Duty to Maintain.

A) Common Area. The Association shall have full power and control over the Common Area and it shall be its duty to maintain, repair and make necessary improvements in the Common Area and any existing improvements thereon, including, but not limited to:

- (1) Recreational buildings, facilities and improvements.
- (2) All common landscaping and metered utilities in the Common Area.
- (3) All private roadways, streets, parking areas, walks and other means of ingress and egress within Barrington Park.
- (4) Maintain in a functioning manner the drainage detention basin, prevent any interference with the purpose of the said basin, and to prevent the erection of any structure upon the drainage detention basin.

B) Exterior Maintenance. In addition to maintenance of the Common Area, the Association shall provide exterior maintenance of each Lot, which is subject to assessment under Article VI hereof, including the improvements located on each Lot, as follows: exterior painting, repairs, replacement and care of roofs, gutters, downspouts, decks and patios, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include any windows, window screens, air conditioners, electrical fuse and meter boxes, garage doors, or front and back doors.

2. Right to Inspect and Enforcement.

A) The Board of Directors shall be empowered with the right and duty to periodically inspect the Common Area and exterior portions of Lots in order that industry standards of repair, design, color and landscaping shall be maintained for the uniformity, beauty, harmony and conservation of the entire Barrington Park. 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 any Resident or Owner, his Family or Guests, or in the event the Board of Directors 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 Board of Directors, or the Board of Directors determines that a Resident or 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 Board of Directors shall give written notice to the Lot Owner or Resident of the condition or violation. The Lot Owner must submit to the Board of Directors in writing corrective plans to remedy the condition complained of within such a period of time as may be determined reasonable by the Board of Directors. After said written submittal has been approved by the Board of Directors, if the Lot Owner fails to take the corrective action within the time limit approved by the Board of Directors, the Board of

Directors shall, subject to approval by two-thirds (2/3) of the Board of Directors, undertake to remedy such conditions or violations complained of and the cost thereof shall be charged to the Lot Owner responsible for causing the corrective work, and such cost shall be deemed to be an individual assessment to such Lot Owner and subject to collection by lien or judgment.

B) 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.

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 and 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 - INSURANCE

The Association shall obtain, from reputable insurance companies qualified to do business in the State of Utah, and maintain in effect at least the following policies of insurance.

1. For the Common Area.

A) Property 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 automatic inflation or escalator clause to assure that policy limits cover increases in replacement costs. The proceeds of said insurance shall be applied as provided in this Article XI.

B) Comprehensive public liability insurance insuring the Board of Directors and the Association, and the members thereof, 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 the use of the Common Area or the activities of the Association. Limits liability on such coverage shall be not less than one million dollars (\$1,000,000) per person with respect to bodily injury or death and one million dollars (\$1,000,000) per occurrence with respect to property damage.

C) Errors and Omissions (E&O) or Directors and Officers (D&O) insurance covering the Board of Directors and members thereof.

D) The Association shall maintain in force fidelity insurance covering losses resulting from dishonest or fraudulent acts committed by the Association's Manager, Directors, employees, officers, committee members, or volunteers who manage the funds collected and held for the benefit of the Association. The fidelity insurance shall name the Association as the insured and shall be in an amount at least equal to the maximum amount of funds in the Association's custody at any one time, but in no event less than the sum of three (3) months of assessments on the entire Barrington Park plus reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers. Any professional management firm retained by the Association shall also maintain in force such fidelity insurance and shall submit evidence of such coverage to the Association.

E) 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 of Directors 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.

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

2. For the Benefit of the Lot Owners.

A) As provided in the Act, the Association shall obtain, in a form satisfactory to the eligible mortgagees, a blanket fire and casualty insurance policy for the Lots (exclusive any personal property of the Lot Owners), with extended coverage endorsement, to cover one hundred percent (100%) of the full replacement value of such property. 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. Association's Master policy includes coverage for: "any fixtures, improvements, or betterments installed by a Unit Owner, floor coverings, cabinets, heating and plumbing fixtures, paint, wall coverings, windows, and any item permanently attached to a Unit."

B) For a covered cause of loss, the Association's policy of property insurance shall provide primary coverage after the deductible is met. The Lot Owner and/or the Lot Owners' insurance policy shall be primary for the portion of the loss attributable to the deductible on the Association's policy as provided by the Act.

C) If two or more Owners suffer a loss in a single event they are each responsible for payment of a portion of the Association's deductible based on the percentage of the loss they each suffered as further provided by the Act.

D) If an Owner does not pay his/her share of the loss within 30 days after substantial completion, the Association may levy an assessment against the Owner and place a lien on the Lot if necessary.

E) If the Lot Owner has no insurance for a covered cause of loss, he/she is personally responsible for the loss to the amount of the deductible.

F) No coverage is provided for wear and tear, deterioration, flood, i.e: outside surface water penetrating the building envelope. This can include items such as a sprinkling system or other sources of water located outside the physical building structure, damage by insects or animals, mold/fungus (some insurance policies will provide minimal property coverage for mold/fungus), settling or cracking of foundations, walls or pipes. There is no coverage for damage caused by repeated leaking or seeping from appliances or plumbing systems. This includes leaking from around shower, bathtub, toilet or sink. The insurance contract contains full details on coverage, limitations and exclusions.

3. **Personal Insurance.** The Lot Owner is responsible to maintain personal insurance coverage to cover personal property, liability and the deductible amount of the Association portion of hazard insurance. It is recommended Owners have a comprehensive review of their personal insurance with their own licensed insurance advisor.

4. Basic Coverage and Exclusion Provisions in the Association's Master Insurance Policy.

A) The Association's policy includes "special form" property coverage including perils such as fire, lightning, windstorm, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice and snow, collapse, sudden and accidental discharge of water or overflow from plumbing or appliances, and frozen pipes inside a Unit.

B) Common exclusions: Many insurance companies will not cover water damage resulting from a frozen pipe if adequate heating is not maintained in the Unit. Therefore it is imperative that heat be maintained or that pipes are drained when a Unit is unoccupied for an extended period of time.

5. **Prompt Repair.** Each Owner further covenants and agrees that in the event of any partial loss, damage or destruction of his Lot the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

6. **Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed to repair promptly and reasonably the damages that has accrued. Any proceeds remaining thereafter shall be placed in a reserve account and retained by and for the benefit of the Association. This is a covenant for the benefit of the Association and any Mortgagee of a Lot, and may be enforced by them.

7. **Claim of Owner.** The Board of Directors may refuse to submit a claim to its carrier if an Owner has duplicate coverage, and the Owner has not submitted his claim to his carrier and/or has not received an unconditional denial of coverage in writing.

8. **Damage and Destruction Affecting the Common Area.** In the event that any portion of the Common Area including the improvements thereon, are damaged or destroyed by fire or other casualty, the Board of Directors shall cause to restore and repair the damaged area as soon as practicable.

9. **Total Destruction of Barrington Park.** Notwithstanding anything contained in this Article XI to the contrary, in the event of total destruction of all or substantially all of Barrington Park, 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 Members in person or by proxy, at a duly constituted meeting of the Association, shall determine whether or not to repair and rebuild Barrington Park. If a quorum of seventy-five percent (75%) of the Members is not obtained after notice, said decision may be made by a quorum of not less than fifty percent (50%) of said Members after a second notice. Thereafter, the minimum percentage requirement may be reduced by ten percent (10%), after each failure after appropriate notice, until a quorum is reached. In the event of a determination to rebuild, the necessary funds shall be raised as provided in Sections 2 and 3 of this Article XI and the Board of Directors on behalf of 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. Barrington Park shall be reconstructed or rebuilt in accordance with the original plans of construction, unless changes are recommended by the Board of Directors and approved in writing by Owners of sixty-five percent (65%) of the Lots. 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 of Directors shall:

- A) Execute, acknowledge and record within six (6) months from the date of the destruction of Barrington Park, a certificate setting forth the determination of the Owners not to rebuild.
- B) Cause all appropriate maps and documents to be prepared and placed on record to evidence the conversion of Barrington Park back to one undivided parcel of real property.
- C) Sell the property at the highest and best price obtainable, either in its damaged condition or after the damaged structures has been razed.
- D) Distribute all sale proceeds obtained pursuant to Section C 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 Barrington Park. 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 the total insurable value of all Lots and the improvements thereon.

ARTICLE XII - CONDEMNATION

1. **Partial Taking Without Direct Effect 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 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 of Directors 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 assessment against each Owner to cover that portion of the repair costs not covered by the award. Such assessment shall be enforced under the lien provisions contained in this Declaration. All such replacements shall comply as closely as practicably possible with 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 eight-five percent (85%) of the estimated costs of such repairs and restoration, the Owners by the vote of not less than sixty-five percent (65%) of the members present 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 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 of Directors shall levy an assessment to cover all reconstruction costs not covered by the award in accordance with Article XII, 1, A.

C) In the event there is an award in excess of the amount necessary to so substantially restore the Common Area, the Board of Directors shall distribute it, 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 of Directors, 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 of Directors shall be binding on the affected Owners unless within thirty (30) days after notification of such decision, a majority of the affected Owners give the Board of Directors written notice that the allocation is unacceptable. In the event of mediation, notice thereof shall be given to the members of the Board of Directors and all other Owners as promptly as possible after the

reference for mediation is made, giving all Owners an opportunity to appear in such mediation proceedings. Nothing herein is intended to prevent Owners whose Lots are especially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf or consequential damages relating to the loss of values of the affected lots, 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 Article XII, 1, 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 of Directors 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 Barrington Park. Upon making the determination, the following provisions shall apply:

A) If the Board of Directors determines that the improvements on the Lots can be restored in conformance with the requirements of Article XII, the award shall be distributed to the Board of Directors who shall restore the improvements on the Lots and on the remaining Common Area in the same manner provided for restoration under Sections 2 and 3 of Article XII hereof and distribute any excess award as provided in Article XII 1, C. In the event the award is insufficient to cover the full costs of such reconstruction, the Board of Directors shall proceed in accordance with Sections A and B of Section 1 above.

B) If the Board of Directors determines that the improvements on Lots cannot effectively be restored or replaced in substantial conformance with the original plans and specifications for Barrington Park 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 of Directors 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 of Directors shall be binding on the affected Owners unless within thirty (30) days after notification of such decision a majority of the Owners of the improvements which cannot be replaced give the Board of Directors written notice that the decision and allocation of the Board of Directors is unacceptable and that they wish to submit the matter to mediation in accordance with Article XII, 3. Upon finalization of the Board of Directors decision, the remainder of Barrington Park shall continue.

3. **Mediation.** Within thirty (30) days after the notice from the Owners that they wish to mediate the decision of the Board of Directors rendered under Article XII, 2, B, the Board of Directors shall submit the matter to mediation. In the event Barrington Park is reformed, the voting rights, shares

of assessments and shares in the common elements appurtenant to each Lot which continues as a part of Barrington Park shall be equitably adjusted among the reduced number of Owners.

4. **Amendment of Declaration.** In the event that Barrington Park is reformed and continued in accordance with Article XII, 2, an amendment of the Declaration executed by a majority 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 buildings 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 of liability for property damage to party walls 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 addition, the cost of reasonable repair and maintenance of any shared 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 of 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 Article XIII, 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.

ARTICLE XIV - DURATION AND AMENDMENT

General Amendment Requirements. Except as otherwise provided herein, this Declaration and/or the Plat may be amended only upon the affirmative vote of at least a majority of the voting interests of the Association. Amendments to the Declaration shall be proposed by either a majority of the Board of Directors or by Owners holding at least thirty percent (30%) of the voting interests of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendment(s) shall be effective upon recordation in the office of the recorder of Salt Lake County, State of Utah. In such instrument the Board of Directors shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature shall be required.

ARTICLE XV - MISCELLANEOUS

1. **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 Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in Barrington Park, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assignees. Each Owner or Resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of the CC&R's and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in Barrington Park, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of the CC&R's.
2. **Enforcement and Right to Recover Attorney's Assessments.** The Association, Board of Directors, or any Lot Owner may take action, at law or in equity, to enforce the terms, covenants or conditions of the CC&R's, Bylaws, or Association Rules and Regulations. Should the Association, Board of Directors or Lot Owner be required to take action to enforce the Documents, or to pursue any remedy provided hereunder or by law, such parties shall recover any applicable additional charges, including a reasonable attorney's fee, which may arise or accrue. It shall not be necessary for such parties to file suit in order to recover attorney's fees.
3. **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.
4. **Binding Effect of Association Agreements.** All agreements and determinations lawfully made by the Association in accordance with the voting rights established in Barrington Park, shall be binding on all Owners of Lots, their successors, and assignees.
5. **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 through the Manager (in the event there is no Manager, then the Board of Directors) in writing of the sale and pay a reinvestment fee of \$100.00. 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.
 - D) The date of sale.
 - E) 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.

6. **Captions.** The captions contained in these CC&R's are for convenience only and are not part of these CC&R's and are not intended in any way to limit or enlarge the terms and provisions of these CC&R's.

7. **Gender & Grammar.** Whenever in these CC&R's the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.

8. **Security and Safety.** The Association may, but shall not be obligated to, maintain or support any systems, programs or activities within Barrington Park designed to make Barrington Park safer than it otherwise might be. Neither the Association nor the Board of Directors shall in any way be considered insurers or guarantors of security within Barrington Park, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Residents, as well as their Guests, where applicable, acknowledge by taking occupancy of a Unit or entering Barrington Park that neither the Association nor the Board of Directors represent or warrant that any security measures undertaken will insure their safety, and further acknowledge that neither the Association nor the Board of Directors are insurers or guarantors of their safety, and they hereby expressly assume all risks for loss or damage to their person or property, and they further acknowledge that neither the Association nor the Board of Directors have made any representations or warranties, nor have they relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security measures undertaken within Barrington Park, or which may be undertaken from time to time.

9. **Constructive Consent.** In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement must be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from each Lot until the required percentages have been obtained subject to the following conditions:

A) **Sixty-Day Limit.** All necessary consents must be obtained prior to the expiration of sixty (60) days from the time the first written consent is obtained.

B) **Change In Ownership.** Any change in Ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

10. **Agent for Service of Process.** The Registered Agent listed with the Utah Department of Commerce, Division of Corporations shall be the person designated as the agent to receive service of process at the address listed with the Division of Corporations. The Registered Agent shall be the President of the Association.

11. **Liability of Owners and Residents for Damages.** Any Owner or Resident damaging or causing waste to Barrington Park, or any improvement therein, shall be liable to the Association or other Owners or Residents for damages to person or property caused by his negligence.

12. **Effective Date.** This Declaration, any amendment or supplement hereto, and any amendment or supplement to the plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

SIGNATURE PAGE

I the undersigned, do certify:

That I am the duly elected President of BARRINGTON PARK HOMEOWNERS' ASSOCIATION, a Utah Corporation.

That the foregoing Covenants, Conditions, & Restrictions constitute the Covenants, Conditions, & Restrictions of said Association, as duly adopted by a majority of the voting interests of the Association. These Covenants, Conditions, & Restrictions supersede all Covenants, Conditions, & Restrictions previously adopted.

By Gregory D Fraser
GREGORY D. FRASER

President

On the 10 day of Jan, 2014, before me a Notary Public for the State of Utah, personally appeared Gregory D Fraser, known to me to be the President of the Barrington Park Homeowners' Association, Inc. who executed the within instrument and acknowledged to me that they executed the same for and on behalf of the Association after having first received approval from at least a majority of the Association's voting interests.

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

Barbara Mines

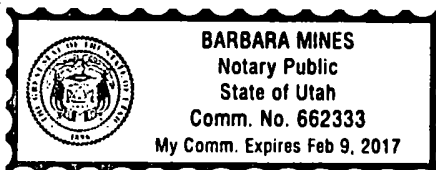


EXHIBIT "A"

LEGAL DESCRIPTION

The land described in the forgoing document is located in Salt Lake County, Utah and is described more particularly as:

ALL OF BARRINGTON PARK NO. IA P.U.D.

ALL OF BARRINGTON PARK NO. IB P.U.D.

ALL OF BARRINGTON PARK NO. IIC P.U.D.

ALL OF BARRINGTON PARK NO. IID P.U.D.

ALL OF BARRINGTON PARK NO. IIE P.U.D.

ALL OF BARRINGTON PARK NO. IIF P.U.D.

ALL OF BARRINGTON PARK NO. IIG P.U.D.

ALL OF BARRINGTON PARK NO. IIH P.U.D.

EXHIBIT "B"

| <u>Lot</u> | <u>Sq. Ft.</u> | <u>Lot</u> | <u>Sq. Ft.</u> | <u>Lot</u> | <u>Sq. Ft.</u> | <u>Lot</u> | <u>Sq. Ft.</u> | <u>Lot</u> | <u>Sq. Ft.</u> | <u>Lot</u> | <u>Sq. Ft.</u> | <u>Lot</u> | <u>Sq. Ft.</u> |
|------------|----------------|------------|----------------|------------|----------------|------------|----------------|------------|----------------|------------|----------------|------------|----------------|
| 1 | 1175 | 41 | 1395 | 81 | 1175 | 121 | 1277 | 161 | 1205 | 201 | 1175 | 241 | 958 |
| 2 | 1175 | 42 | 1395 | 82 | 1175 | 122 | 1277 | 162 | 1205 | 202 | 1175 | 242 | 958 |
| 3 | 1175 | 43 | 1395 | 83 | 1175 | 123 | 1277 | 163 | 1277 | 203 | 1050 | 243 | 958 |
| 4 | 1175 | 44 | 1395 | 84 | 1175 | 124 | 1277 | 164 | 1277 | 204 | 1050 | 244 | 958 |
| 5 | 1175 | 45 | 1395 | 85 | 1395 | 125 | 1175 | 165 | 1277 | 205 | 1050 | 245 | 958 |
| 6 | 1175 | 46 | 1395 | 86 | 1395 | 126 | 1175 | 166 | 1277 | 206 | 1175 | 246 | 958 |
| 7 | 1175 | 47 | 1395 | 87 | 1395 | 127 | 1050 | 167 | 1277 | 207 | 1175 | 247 | 958 |
| 8 | 1175 | 48 | 1395 | 88 | 1395 | 128 | 1050 | 168 | 1277 | 208 | 1175 | 248 | 958 |
| 9 | 1395 | 49 | 1395 | 89 | 1395 | 129 | 1175 | 169 | 1008 | 209 | 1175 | 249 | 958 |
| 10 | 1395 | 50 | 1395 | 90 | 1395 | 130 | 1175 | 170 | 1008 | 210 | 1175 | 250 | 958 |
| 11 | 1175 | 51 | 1175 | 91 | 1395 | 131 | 1175 | 171 | 1008 | 211 | 1050 | 251 | 958 |
| 12 | 1175 | 52 | 1175 | 92 | 1395 | 132 | 1175 | 172 | 1008 | 212 | 1050 | 252 | 958 |
| 13 | 1005 | 53 | 1175 | 93 | 1395 | 133 | 1205 | 173 | 1008 | 213 | 1277 | 253 | 958 |
| 14 | 1005 | 54 | 1175 | 94 | 1395 | 134 | 1205 | 174 | 1008 | 214 | 1277 | 254 | 958 |
| 15 | 1175 | 55 | 1175 | 95 | 1395 | 135 | 1205 | 175 | 1008 | 215 | 1277 | 255 | 958 |
| 16 | 1175 | 56 | 1175 | 96 | 1395 | 136 | 1205 | 176 | 1008 | 216 | 1277 | 256 | 958 |
| 17 | 1175 | 57 | 1175 | 97 | 1005 | 137 | 1205 | 177 | 1008 | 217 | 958 | 257 | 958 |
| 18 | 1175 | 58 | 1175 | 98 | 1005 | 138 | 1205 | 178 | 1008 | 218 | 958 | 258 | 958 |
| 19 | 1175 | 59 | 1175 | 99 | 1175 | 139 | 1205 | 179 | 1008 | 219 | 958 | 259 | 958 |
| 20 | 1175 | 60 | 1175 | 100 | 1175 | 140 | 1205 | 180 | 1008 | 220 | 958 | 260 | 958 |
| 21 | 1175 | 61 | 1175 | 101 | 1175 | 141 | 1205 | 181 | 1008 | 221 | 958 | 261 | 958 |
| 22 | 1175 | 62 | 1175 | 102 | 1175 | 142 | 1205 | 182 | 1008 | 222 | 958 | 262 | 958 |
| 23 | 1005 | 63 | 1175 | 103 | 1175 | 143 | 1205 | 183 | 1008 | 223 | 958 | 263 | 958 |
| 24 | 1005 | 64 | 1175 | 104 | 1175 | 144 | 1205 | 184 | 1008 | 224 | 958 | 264 | 958 |
| 25 | 1005 | 65 | 1395 | 105 | 1277 | 145 | 1205 | 185 | 1008 | 225 | 1050 | 265 | 958 |
| 26 | 1005 | 66 | 1395 | 106 | 1277 | 146 | 1205 | 186 | 1008 | 226 | 1050 | 266 | 958 |
| 27 | 1175 | 67 | 1395 | 107 | 1277 | 147 | 1205 | 187 | 1008 | 227 | 1175 | 267 | 958 |
| 28 | 1175 | 68 | 1395 | 108 | 1277 | 148 | 1205 | 188 | 1008 | 228 | 1175 | 268 | 958 |
| 29 | 1005 | 69 | 1395 | 109 | 1277 | 149 | 1205 | 189 | 1008 | 229 | 1175 | 269 | 958 |
| 30 | 1005 | 70 | 1395 | 110 | 1277 | 150 | 1205 | 190 | 1008 | 230 | 1175 | 270 | 958 |
| 31 | 1175 | 71 | 1395 | 111 | 1277 | 151 | 1205 | 191 | 1008 | 231 | 958 | 271 | 958 |
| 32 | 1175 | 72 | 1395 | 112 | 1277 | 152 | 1205 | 192 | 1008 | 232 | 958 | 272 | 958 |
| 33 | 1175 | 73 | 1175 | 113 | 1277 | 153 | 1205 | 193 | 1277 | 233 | 958 | 273 | 958 |
| 34 | 1175 | 74 | 1175 | 114 | 1277 | 154 | 1205 | 194 | 1277 | 234 | 958 | 274 | 958 |
| 35 | 1175 | 75 | 1175 | 115 | 1050 | 155 | 1205 | 195 | 1277 | 235 | 958 | 275 | 958 |
| 36 | 1175 | 76 | 1175 | 116 | 1050 | 156 | 1205 | 196 | 1277 | 236 | 958 | 276 | 958 |
| 37 | 1005 | 77 | 1175 | 117 | 1175 | 157 | 1205 | 197 | 1277 | 237 | 958 | 277 | 958 |
| 38 | 1005 | 78 | 1175 | 118 | 1175 | 158 | 1205 | 198 | 1277 | 238 | 958 | 278 | 958 |
| 39 | 1395 | 79 | 1175 | 119 | 1050 | 159 | 1205 | 199 | 1277 | 239 | 958 | | |
| 40 | 1395 | 80 | 1175 | 120 | 1050 | 160 | 1205 | 200 | 1277 | 240 | 958 | | |

Total square footage of Living space for Barrington Park at the Time of completion by developers is 318,469.

EXHIBIT "C"

FILE NO. "I A" P. U. D. (AMMENDED):

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|-----|--------------------|-----|--------------------|------|--------------------|-----|--------------------|
| 1 | 21-02-151-013-0000 | 2 | 21-02-151-012-0000 | 3 | 21-02-151-010-0000 | 4 | 21-02-151-011-0000 |
| 5 | 21-02-151-009-0000 | 6 | 21-02-151-008-0000 | 7 | 21-02-151-007-0000 | 8 | 21-02-151-006-0000 |
| 9 | 21-02-151-005-0000 | 10 | 21-02-151-004-0000 | 11 | 21-02-151-002-0000 | 12 | 21-02-151-003-0000 |
| 13 | 21-02-151-014-0000 | 14 | 21-02-151-015-0000 | 15 | 21-02-151-017-0000 | 16 | 21-02-151-016-0000 |
| 17 | 21-02-151-018-0000 | 18 | 21-02-151-019-0000 | 19 | 21-02-151-020-0000 | 20 | 21-02-151-021-0000 |
| 21 | 21-02-151-022-0000 | 22 | 21-02-151-023-0000 | 23 | 21-02-151-024-0000 | 24 | 21-02-151-025-0000 |
| 25 | 21-02-151-033-0000 | 26 | 21-02-151-032-0000 | 27 | 21-02-151-026-0000 | 28 | 21-02-151-027-0000 |
| 29 | 21-02-151-034-0000 | 30 | 21-02-151-035-0000 | 31 | 21-02-151-037-0000 | 32 | 21-02-151-036-0000 |
| 33 | 21-02-151-028-0000 | 34 | 21-02-151-029-0000 | 35 | 21-02-151-030-0000 | 36 | 21-02-151-031-0000 |
| 37 | 21-02-151-038-0000 | 38 | 21-02-151-039-0000 | 39 | 21-02-102-001-0000 | 40 | 21-02-102-002-0000 |
| 41 | 21-02-102-003-0000 | 42 | 21-02-102-004-0000 | 43 | 21-02-102-005-0000 | 44 | 21-02-102-006-0000 |
| 45 | 21-02-102-007-0000 | 46 | 21-02-102-008-0000 | 47 | 21-02-102-009-0000 | 48 | 21-02-102-010-0000 |
| 49 | 21-02-103-002-0000 | 50 | 21-02-103-003-0000 | 51 | 21-02-152-003-0000 | 52 | 21-02-152-004-0000 |
| 53 | 21-02-152-005-0000 | 54 | 21-02-152-006-0000 | AREA | 21-02-153-098-0000 | | |

FILE NO. "I B" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|-----|--------------------|-----|--------------------|------|--------------------|-----|--------------------|
| 55 | 21-02-102-011-0000 | 56 | 21-02-102-012-0000 | 57 | 21-02-102-013-0000 | 58 | 21-02-102-014-0000 |
| 59 | 21-02-102-015-0000 | 60 | 21-02-102-016-0000 | 61 | 21-02-102-017-0000 | 62 | 21-02-102-018-0000 |
| 63 | 21-02-102-019-0000 | 64 | 21-02-102-020-0000 | 65 | 21-02-102-021-0000 | 66 | 21-02-102-022-0000 |
| 67 | 21-02-102-023-0000 | 68 | 21-02-102-024-0000 | 69 | 21-02-102-025-0000 | 70 | 21-02-102-026-0000 |
| 71 | 21-02-102-027-0000 | 72 | 21-02-102-028-0000 | 73 | 21-02-102-029-0000 | 74 | 21-02-102-030-0000 |
| 75 | 21-02-127-001-0000 | 76 | 21-02-127-002-0000 | 77 | 21-02-127-003-0000 | 78 | 21-02-127-004-0000 |
| 79 | 21-02-127-005-0000 | 80 | 21-02-127-006-0000 | 81 | 21-02-127-007-0000 | 82 | 21-02-127-008-0000 |
| 83 | 21-02-103-041-0000 | 84 | 21-02-103-040-0000 | 85 | 21-02-103-023-0000 | 86 | 21-02-103-022-0000 |
| 87 | 21-02-103-021-0000 | 88 | 21-02-103-020-0000 | 89 | 21-02-103-016-0000 | 90 | 21-02-103-017-0000 |
| 91 | 21-02-103-018-0000 | 92 | 21-02-103-019-0000 | 93 | 21-02-103-015-0000 | 94 | 21-02-103-014-0000 |
| 95 | 21-02-103-013-0000 | 96 | 21-02-103-012-0000 | 97 | 21-02-103-011-0000 | 98 | 21-02-103-010-0000 |
| 99 | 21-02-103-009-0000 | 100 | 21-02-103-008-0000 | 101 | 21-02-103-007-0000 | 102 | 21-02-103-006-0000 |
| 103 | 21-02-103-005-0000 | 104 | 21-02-103-004-0000 | AREA | 21-02-153-098-0000 | | |

FILE NO. "II C" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|------|--------------------|-----|--------------------|-----|--------------------|-----|--------------------|
| 115 | 21-02-103-028-0000 | 116 | 21-02-103-029-0000 | 117 | 21-02-103-030-0000 | 118 | 21-02-103-031-0000 |
| 119 | 21-02-103-032-0000 | 120 | 21-02-103-033-0000 | 125 | 21-02-103-034-0000 | 126 | 21-02-103-035-0000 |
| 127 | 21-02-103-036-0000 | 128 | 21-02-103-037-0000 | 129 | 21-02-103-038-0000 | 130 | 21-02-103-039-0000 |
| 131 | 21-02-103-043-0000 | 132 | 21-02-103-042-0000 | 201 | 21-02-103-027-0000 | 202 | 21-02-103-026-0000 |
| 203 | 21-02-103-025-0000 | 204 | 21-02-103-024-0000 | 205 | 21-02-152-001-0000 | 206 | 21-02-152-002-0000 |
| AREA | 21-02-153-098-0000 | | | | | | |

FILE NO. "II D" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|------|--------------------|-----|--------------------|-----|--------------------|-----|--------------------|
| 243 | 21-02-153-037-0000 | 244 | 21-02-153-036-0000 | 245 | 21-02-153-035-0000 | 246 | 21-02-153-034-0000 |
| 247 | 21-02-153-026-0000 | 248 | 21-02-153-027-0000 | 249 | 21-02-153-028-0000 | 250 | 21-02-153-029-0000 |
| 259 | 21-02-153-011-0000 | 260 | 21-02-153-020-0000 | 261 | 21-02-153-019-0000 | 262 | 21-02-153-018-0000 |
| 263 | 21-02-153-010-0000 | 264 | 21-02-153-011-0000 | 265 | 21-02-153-012-0000 | 266 | 21-02-153-013-0000 |
| 275 | 21-02-153-005-0000 | 276 | 21-02-153-004-0000 | 277 | 21-02-153-003-0000 | 278 | 21-02-153-002-0000 |
| AREA | 21-02-153-098-0000 | | | | | | |

FILE NO. "II E" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|-----|--------------------|-----|--------------------|------|--------------------|-----|--------------------|
| 105 | 21-02-153-063-0000 | 106 | 21-02-153-064-0000 | 107 | 21-02-153-065-0000 | 108 | 21-02-153-066-0000 |
| 113 | 21-02-152-021-0000 | 114 | 21-02-152-020-0000 | 197 | 21-02-152-025-0000 | 198 | 21-02-152-024-0000 |
| 199 | 21-02-152-023-0000 | 200 | 21-02-152-022-0000 | 207 | 21-02-152-014-0000 | 208 | 21-02-152-015-0000 |
| 209 | 21-02-152-016-0000 | 210 | 21-02-152-017-0000 | 211 | 21-02-152-018-0000 | 212 | 21-02-152-019-0000 |
| 213 | 21-02-153-059-0000 | 214 | 21-02-153-060-0000 | 215 | 21-02-153-061-0000 | 216 | 21-02-153-062-0000 |
| 225 | 21-02-152-013-0000 | 226 | 21-02-152-012-0000 | 227 | 21-02-152-011-0000 | 228 | 21-02-152-010-0000 |
| 229 | 21-02-152-009-0000 | 230 | 21-02-152-008-0000 | AREA | 21-02-153-098-0000 | | |

FILE NO. "II F" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|------|--------------------|-----|--------------------|-----|--------------------|-----|--------------------|
| 217 | 21-02-153-057-0000 | 218 | 21-02-153-056-0000 | 219 | 21-02-153-055-0000 | 220 | 21-02-153-054-0000 |
| 221 | 21-02-153-053-0000 | 222 | 21-02-153-052-0000 | 223 | 21-02-153-051-0000 | 224 | 21-02-153-050-0000 |
| 231 | 21-02-153-042-0000 | 232 | 21-02-153-043-0000 | 233 | 21-02-153-044-0000 | 234 | 21-02-153-045-0000 |
| 235 | 21-02-153-046-0000 | 236 | 21-02-153-047-0000 | 237 | 21-02-153-048-0000 | 238 | 21-02-153-049-0000 |
| 239 | 21-02-153-041-0000 | 240 | 21-02-153-040-0000 | 241 | 21-02-153-039-0000 | 242 | 21-02-153-038-0000 |
| 251 | 21-02-153-030-0000 | 252 | 21-02-153-031-0000 | 253 | 21-02-153-032-0000 | 254 | 21-02-153-033-0000 |
| 255 | 21-02-153-025-0000 | 256 | 21-02-153-024-0000 | 257 | 21-02-153-023-0000 | 258 | 21-02-153-022-0000 |
| 267 | 21-02-153-014-0000 | 268 | 21-02-153-015-0000 | 269 | 21-02-153-016-0000 | 270 | 21-02-153-017-0000 |
| 271 | 21-02-153-009-0000 | 272 | 21-02-153-008-0000 | 273 | 21-02-153-007-0000 | 274 | 21-02-153-006-0000 |
| AREA | 21-02-153-098-0000 | | | | | | |

FILE NO. "II G" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|-----|--------------------|-----|--------------------|------|--------------------|-----|--------------------|
| 109 | 21-02-153-070-0000 | 110 | 21-02-153-069-0000 | 111 | 21-02-153-068-0000 | 112 | 21-02-153-067-0000 |
| 121 | 21-02-152-027-0000 | 122 | 21-02-152-028-0000 | 123 | 21-02-152-032-0000 | 124 | 21-02-152-031-0000 |
| 163 | 21-02-152-029-0000 | 164 | 21-02-152-030-0000 | 165 | 21-02-152-033-0000 | 166 | 21-02-152-034-0000 |
| 167 | 21-02-152-037-0000 | 168 | 21-02-152-038-0000 | 193 | 21-02-153-072-0000 | 194 | 21-02-153-071-0000 |
| 195 | 21-02-152-036-0000 | 196 | 21-02-152-035-0000 | AREA | 21-02-153-098-0000 | | |

FILE NO. "II H" P. U. D.:

| LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER | LOT | PARCEL NUMBER |
|-----|--------------------|-----|--------------------|------|--------------------|-----|--------------------|
| 133 | 21-02-177-001-0000 | 134 | 21-02-177-002-0000 | 135 | 21-02-177-003-0000 | 136 | 21-02-177-004-0000 |
| 137 | 21-02-177-005-0000 | 138 | 21-02-177-006-0000 | 139 | 21-02-177-007-0000 | 140 | 21-02-177-008-0000 |
| 141 | 21-02-177-009-0000 | 142 | 21-02-177-010-0000 | 143 | 21-02-177-011-0000 | 144 | 21-02-177-012-0000 |
| 145 | 21-02-152-056-0000 | 146 | 21-02-152-055-0000 | 147 | 21-02-152-054-0000 | 148 | 21-02-152-053-0000 |
| 149 | 21-02-152-052-0000 | 150 | 21-02-152-051-0000 | 151 | 21-02-152-045-0000 | 152 | 21-02-152-046-0000 |
| 153 | 21-02-152-047-0000 | 154 | 21-02-152-048-0000 | 155 | 21-02-152-049-0000 | 156 | 21-02-152-050-0000 |
| 157 | 21-02-152-044-0000 | 158 | 21-02-152-043-0000 | 159 | 21-02-152-042-0000 | 160 | 21-02-152-041-0000 |
| 161 | 21-02-152-040-0000 | 162 | 21-02-152-039-0000 | 169 | 21-02-153-073-0000 | 170 | 21-02-153-074-0000 |
| 171 | 21-02-153-075-0000 | 172 | 21-02-153-076-0000 | 173 | 21-02-153-077-0000 | 174 | 21-02-153-078-0000 |
| 175 | 21-02-153-079-0000 | 176 | 21-02-153-080-0000 | 177 | 21-02-153-081-0000 | 178 | 21-02-153-082-0000 |
| 179 | 21-02-153-083-0000 | 180 | 21-02-153-084-0000 | 181 | 21-02-153-085-0000 | 182 | 21-02-153-086-0000 |
| 183 | 21-02-153-087-0000 | 184 | 21-02-153-088-0000 | 185 | 21-02-153-096-0000 | 186 | 21-02-153-095-0000 |
| 187 | 21-02-153-094-0000 | 188 | 21-02-153-093-0000 | 189 | 21-02-153-092-0000 | 190 | 21-02-153-091-0000 |
| 191 | 21-02-153-090-0000 | 192 | 21-02-153-089-0000 | AREA | 21-02-153-098-0000 | | |

ALL OF THE ABOVE ARE RECORDED IN SALT LAKE COUNTY, UTAH.

EXHIBIT "D" – APPROVAL SIGNATURES

These signatures approve the Amended Bylaws and Covenants, Conditions, and Restrictions (CC&Rs).

| Address | Name | Date | Signature |
|----------------------|---|------------|------------------|
| 4304 Abby Court | Carol Elmer | 12/3/13 | Carol Elmer |
| 4305 Abby Court | Andra & Daryl Evans | 12/16-13 | [Signature] |
| 4306 Abby Court | Billy Yang | 12/7/13 | [Signature] |
| 4307 Abby Court | Iris & Michael Sutton | 12/2/13 | [Signature] |
| 4308 Abby Court | Adam Evans | 12-23-13 | [Signature] |
| 4309 Abby Court | Ashley Miller | | |
| 4310 Abby Court | James & Emily Housley | | |
| 4311 Abby Court | Sally Snow | 12-12-13 | [Signature] |
| 4314 Abby Court | Krystal Johnson | | |
| 4315 Abby Court | Laurene Bolander | 11-23-13 | Laurene Bolander |
| 4316 Abby Court | Patrick Maroney | 12/30/13 | Patrick Maroney |
| 4317 Abby Court | Heather Valentine | | |
| 4318 Abby Court | Raymond Bell | | |
| 4319 Abby Court | Douglas Bethers | | |
| 4320 Abby Court | Brian & Dawn Hart | 11/18/13 | [Signature] |
| 4321 Abby Court | Adam Hunter | 12/6/13 | [Signature] |
| 4304 Arden Court | | | |
| 4305 Arden Court | Stephen Hibbens | 12-6-13 | [Signature] |
| 4306 Arden Court | Shari Isgar | | |
| 4307 Arden Court | Cory Carrier | 1/8/14 | [Signature] |
| 4308 Arden Court | TRINITY DALTON Lucas & Denise Petersen | | |
| 4309 Arden Court | Annie Johnson | | |
| 4310 Arden Court | Joy Van Ry | 11-30-13 | [Signature] |
| 4311 Arden Court | Debbie Smith | | |
| 4314 Arden Court | Rachel Andrews | 11/14/13 | [Signature] |
| 4315 Arden Court | Laura Geisler | 11/14/13 | [Signature] |
| 4316 Arden Court | Valarie Liggett | | |
| 4317 Arden Court | Latoya Woolfork | | |
| 4318 Arden Court | Mathew & Emily Steadman | 1/5/13 | [Signature] |
| 4319 Arden Court | Deborah Reed | | |
| 4320 Arden Court | Carla Collard | 12-19-13 | [Signature] |
| 4321 Arden Court | Josh Thomas | | |
| 4265 Brunswick Court | Bounvau "Ivy" Sichanpheng | | |
| 4266 Brunswick Court | Dave Davis | 12/11/2013 | [Signature] |
| 4273 Brunswick Court | Annalissa Rausch | 11/14/13 | [Signature] |
| 4274 Brunswick Court | John & Christine Ferguson | | |
| 4275 Brunswick Court | Barbara Burdick | | |

| | | | |
|-----------------------|--------------------------------------|------------|---------------------|
| 4276 Brunswick Court | Richardo Castro | | |
| 4283 Brunswick Court | George & Dennis McMahon | 12/13/13 | George McMahon |
| 4284 Brunswick Court | Damon Schilowsky | 1-8-14 | Damon Schilowsky |
| 4285 Brunswick Court | Leticia Torres | 11/14/13 | Leticia Torres |
| 4286 Brunswick Court | Hal Newman | | |
| 4293 Brunswick Court | Tom Scott | 11/26/13 | Tom Scott |
| 4294 Brunswick Court | Tyler & Samantha Fredrickson/Johnson | 12-11-13 | Tyler Johnson |
| 1218 Carlton Court | Kathleen McGuire | | |
| 1222 Carlton Court | Faye Pollock | 11/14/2013 | Faye Pollock |
| 1227 Carlton Court | Barbara Svee | 11-21-13 | Barbara Svee |
| 1229 Carlton Court | Jonathan Woodbury | 12-12-13 | Jonathan Woodbury |
| 4300 Camaby Court | Cory Rushton | 11-27-13 | Cory Rushton |
| 4303 Camaby Court | Gerda Andrews | 11-14-13 | Gerda Andrews |
| 4304 Camaby Court | Malcolm Tuia | | |
| 4307 Camaby Court | Beverly Curtis | 12-2-13 | Beverly Curtis |
| 4310 Camaby Court | Joyce Freeman | | |
| 4314 Camaby Court | Harold Peterson | | |
| 4301 Cromwell Court | Michael Dey | | |
| 4302 Cromwell Court | Kathe McFarland | 12/06/13 | Kathe McFarland |
| 4307 Cromwell Court | John Andrews | | |
| 4308 Cromwell Court | Rodney Symes | | |
| 4311 Cromwell Court | | | |
| 4312 Cromwell Court | Laura Crabtree | | |
| 4315 Cromwell Court | Andrea Wagner | | |
| 4316 Cromwell Court | Stacie Dearden | 11/14/13 | Stacie Dearden |
| 4224 Derbyshire Court | Jerry Bond | 11-30-13 | Jerry Bond |
| 4225 Derbyshire Court | Justin & Mattie Heiner | | |
| 4228 Derbyshire Court | Karen Ashby | 12/10/13 | Karen Ashby |
| 4229 Derbyshire Court | | | |
| 4233 Derbyshire Court | Jill Lombardi/Shirar | 11-23-13 | Jill Lombardi |
| 4234 Derbyshire Court | Aaron Crandall | | |
| 4237 Derbyshire Court | Mathew & Rhiannon Hickenlooper | 1/4/13 | Mathew Hickenlooper |
| 4238 Derbyshire Court | Archie Larsen | 12/12/13 | Archie Larsen |
| 4256 Dunmore Court | Carna James | 11/14/13 | Carna James |
| 4259 Dunmore Court | Mary Gene Bracken | 11/30/13 | Mary Gene Bracken |
| 4260 Dunmore Court | James Swensen | 12/7/13 | James Swensen |
| 4265 Dunmore Court | Steve & Cathy Walker | 11/14/13 | Steve Walker |
| 4268 Dunmore Court | Susan Denton | 11/14/13 | Susan Denton |
| 4269 Dunmore Court | Sharon Lebaron | | |
| 4272 Dunmore Court | Merrill Wilson | 11/25/13 | Merrill D. Wilson |
| 4273 Dunmore Court | Tanna Wilson | | |

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| 4276 Dunmore Court | Thomas Diver | 12/3/2013 | Thomas Diver |
| 4277 Dunmore Court | Diana Penney | | |
| 4280 Dunmore Court | Marlene Gray | | |
| 4285 Dunmore Court | William Kranwinkle | 12-11-13 | William Kranwinkle |
| 4248 Gloucester Court | Lloyd Clark | | |
| 4249 Gloucester Court | Elden Bodily | 14 Nov 13 | Elden Bodily |
| 4250 Gloucester Court | Gregory Fraser | 11/14/13 | Gregory Fraser |
| 4251 Gloucester Court | Donald Schilling | 12-26-13 | Donald Schilling |
| 4258 Gloucester Court | Evelyn Strong | 14 Nov | Evelyn Strong |
| 4259 Gloucester Court | Wade Paff | | |
| 4260 Gloucester Court | Micheal Pederson | | |
| 4261 Gloucester Court | Joan Besst | 11-14-13 | Joan Besst |
| 4268 Gloucester Court | Perry Stone, Sr. | 11-25-13 | Perry Stone Sr. |
| 4270 Gloucester Court | Glenn Rigby | 11-14-13 | Glenn Rigby |
| 4271 Gloucester Court | Janette Luna | 1/5/2013 | Janette Luna |
| 4273 Gloucester Court | Debbie Bass | 1/10/2014 | Debbie Bass |
| 4280 Gloucester Court | Gerald Johnson | | |
| 4282 Gloucester Court | Charmaine Gallenson | 11-30-13 | Charmaine Gallenson |
| 4283 Gloucester Court | Rita Mahmutovic | | |
| 4285 Gloucester Court | Melodie Dallof | 11/27/13 | Melodie Dallof |
| 4304 Haverford Court | Kaye Wilde | 12/2/13 | Kaye Wilde |
| 4305 Haverford Court | Shannon Hood | 11/18/2013 | Shannon Hood |
| 4306 Haverford Court | Bridget Julian | | |
| 4307 Haverford Court | Zuzana Lucan | | |
| 4308 Haverford Court | Barbara Padilla-Lindsay | | |
| 4309 Haverford Court | Carl Sargent | | |
| 4310 Haverford Court | James Sherf | | |
| 4311 Haverford Court | Kimberly Smith | | |
| 4314 Haverford Court | Loray Johnson | 12/5/13 | Loray Johnson |
| 4315 Haverford Court | Tanya/Carla Dow/Jadrich | 12/ | |
| 4316 Haverford Court | Thomas & Samantha Denos | 01/08/14 | |
| 4317 Haverford Court | Rita Martinez | 12/4/13 | Rita Martinez |
| 4318 Haverford Court | Terry Thomas | | |
| 4319 Haverford Court | Samuel Smith | 12/31/13 | Samuel Smith |
| 4320 Haverford Court | Noelia Escalante | | |
| 4321 Haverford Court | Shelley Roberts | 12/19/2013 | Shelley Roberts |
| 4272 Hemingford Court | Sandra McCarthy | | |
| 4274 Hemingford Court | Suzanne Davis | 12-6-13 | Suzanne Davis |
| 4275 Hemingford Court | Vicki Lynn Frew | | |
| 4279 Hemingford Court | Pat Sanders | 12-9-13 | Pat Sanders |
| 4284 Hemingford Court | Richard & Michelle Silva | | |

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|-----------------------|---------------------------------|------------|----------------------|
| 4286 Hemingford Court | Ryan Lewis | 11-14-13 | Ryan Lewis |
| 1154 Middlesex Road | Marsha Anderson | | |
| 1158 Middlesex Road | David Lee | | |
| 1164 Middlesex Road | Ronald Smith | 11-23-13 | Ronald Smith |
| 1166 Middlesex Road | Cheryl Rushton | | |
| 1172 Middlesex Road | Robert Olsen | 11-26-13 | BOB Olsen |
| 1176 Middlesex Road | Linda Vigil | 11-27-13 | Linda C. Vigil |
| 1180 Middlesex Road | Gary Twitchell | 12-18-13 | Gary T. |
| 1186 Middlesex Road | Andrea Crittenden | | |
| 1190 Middlesex Road | Richard Garlitz | 12-3-13 | Richard Garlitz |
| 1194 Middlesex Road | C. Nicole Garduno | | |
| 1200 Middlesex Road | Clyde Smithen | 12-7-2013 | Clyde S. Smithen |
| 1204 Middlesex Road | Stephen Frederickson | 12/18/2013 | Steve Frederickson |
| 1208 Middlesex Road | Yong Roh | | |
| 1212 Middlesex Road | Klaus OEfele | 12/11/13 | Klaus O. Efele |
| 1215 Middlesex Road | Carol Donlay | 12-3-13 | Carol Donlay |
| 1218 Middlesex Road | Patricia Barron | 11-30-13 | Patricia Barron |
| 1219 Middlesex Road | Bryan Despain | 11-14-13 | Bryan Despain |
| 1222 Middlesex Road | Charles Huggard | 12-5-13 | Charles Huggard |
| 4299 Newton Court | Lisa Gallegos | | |
| 4301 Newton Court | Tonya Draper | | |
| 4302 Newton Court | Jonathan & Krista Rail | | |
| 4303 Newton Court | September Fisher | 12-3-13 | September Fisher |
| 4305 Newton Court | Brandon Owens | | |
| 4306 Newton Court | Troy & Rachel Cunliffe/Gillmore | | |
| 4308 Newton Court | Hillary Hess | 12/3/13 | Hillary Hess |
| 4310 Newton Court | Daniel Radack | 12/7/13 | Daniel Radack |
| 1132 Norwalk Road | Florence Johnson | | |
| 1134 Norwalk Road | Tattianna Martin | | |
| 1140 Norwalk Road | Gary Beckstead | 12/2/13 | Gary Beckstead |
| 1144 Norwalk Road | Debbie Bass | 1/10/14 | Debbie Bass |
| 1150 Norwalk Road | Pat Platts | | |
| 1151 Norwalk Road | Larry/Dixie Lehman | 11-14-13 | Larry & Dixie Lehman |
| 1154 Norwalk Road | Judy & Ray Barfield | 11-14-13 | Judy & Ray Barfield |
| 1155 Norwalk Road | Billie Steele | 12-17-13 | Billie Steele |
| 1159 Norwalk Road | Lori McManus | 11/14/13 | Lori McManus |
| 1160 Norwalk Road | Gaylene Bledsoe | 12/4/13 | Gaylene Bledsoe |
| 1163 Norwalk Road | Lesley Moretti | 11/14/13 | Lesley Moretti |
| 1164 Norwalk Road | Allen DeGraw | 12/16/13 | Allen DeGraw |
| 1170 Norwalk Road | Tyler Hall | | |
| 1174 Norwalk Road | William Hagblom | 11-14-13 | W. Hagblom |

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|-------------------|---------------------------|-------------------|---------------------------|
| 1180 Norwalk Road | Pat Swanson | 11/26/13 | Pat Swanson |
| 1184 Norwalk Road | Laura Christensen | 1/6/14 | Laura Christensen |
| 1188 Norwalk Road | Shelby & Thom Walker/Gdom | 12/7/13 | Shelby Walker |
| 1191 Norwalk Road | Joe Garza | 5 | |
| 1192 Norwalk Road | Jazmine Ribe | 2/6/13 | Jazmine Ribe |
| 1195 Norwalk Road | Parker Ipsen | | |
| 1198 Norwalk Road | Marilyn Silcox | 12/25/13 | Marilyn Silcox |
| 1199 Norwalk Road | Joseph Spencer Jr. | 12/2/13 | Joseph Spencer Jr. |
| 1202 Norwalk Road | Candace Layton | | |
| 1205 Norwalk Road | Judy Penrod | 12/3/13 | Judy Penrod |
| 1206 Norwalk Road | K. Olsen | 12/2/13 | K. Olsen |
| 1209 Norwalk Road | Michael Wallace | 12/13/13 | Michael Wallace |
| 1210 Norwalk Road | Michael Silvers | 12/14/13 | Michael Silvers |
| 1213 Norwalk Road | Jim Book | 11/22/13 | Jim Book |
| 1216 Norwalk Road | Julie Thacker | 12/11/2013 | Julie Thacker |
| 1217 Norwalk Road | Sean & Jennifer Popham | | |
| 1220 Norwalk Road | Shalyn Back | 12-2-13 | Shalyn Back |
| 1223 Norwalk Road | Jennifer Rasmussen | | |
| 1226 Norwalk Road | Boyd MacKay | 11/14/13 | Boyd MacKay |
| 1230 Norwalk Road | Marilyn Long | 10/25/13 | Marilyn Long |
| 1231 Norwalk Road | George & Ronda Grip | | |
| 1235 Norwalk Road | Annette Hemingway | | |
| 1236 Norwalk Road | Bonnie Anderson | | |
| 1240 Norwalk Road | Steve Olsson | | |
| 1246 Norwalk Road | Larry Henderson | 11/21/13 | Larry Henderson |
| 1250 Norwalk Road | Jill Thompson | | |
| 1256 Norwalk Road | Dennis Kaplanis | 11-14-13 | Dennis Kaplanis |
| 1260 Norwalk Road | Donna Bryan | | |
| 1266 Norwalk Road | David Maxwell | 1/5/14 | David Maxwell |
| 1270 Norwalk Road | Raymond Donley | 1/3/14 | Raymond Donley |
| 4300 Rugby Court | Luis Cordova | 01/02/14 | Luis Cordova |
| 4301 Rugby Court | Eleanor Trinh | 12-9-13 | Eleanor Trinh |
| 4302 Rugby Court | Mary McDermott | 14 NOV 13 | Mary McDermott |
| 4303 Rugby Court | Shana Fortie | | |
| 4304 Rugby Court | Boris Libershteyn | 11/21/13 | Boris Libershteyn |
| 4305 Rugby Court | Yong Hui No | 11/14/13 | Yong Hui No |
| 4306 Rugby Court | Mary Dawson | 11-21-13 | Mary Dawson |
| 4307 Rugby Court | Courtney Parsons | 12-2-13 | Courtney Parsons |
| 4308 Rugby Court | Jennifer Cahoon | 1-6-13 | Jennifer Cahoon |
| 4309 Rugby Court | Sherry Hawks | | |
| 4310 Rugby Court | Alyssia Minaya | | |

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| 4311 Rugby Court | MeiPenh/Carlen Khuu | | |
| 4312 Rugby Court | | | |
| 4313 Rugby Court | Holly & Jonathan Fatz | 12/19/13 | <i>[Signature]</i> |
| 4314 Rugby Court | Maraiah & Lynne Decol | 12/3/13 | <i>[Signature]</i> |
| 4315 Rugby Court | Kristina Klekas | 11/6/13 | <i>[Signature]</i> |
| 1174 Southampton Road | Mary Derringer | 12/19/13 | <i>[Signature]</i> |
| 1178 Southampton Road | Marge Kanavel | | |
| 1184 Southampton Road | Christine Sukie | 11/22/2013 | C. Sukie |
| 1188 Southampton Road | Adam Blackburn | | |
| 1216 Southampton Road | David Fife | | |
| 1220 Southampton Road | Thomas Phillips | | |
| 1226 Southampton Road | Michael Perlman | 11-14-13 | <i>[Signature]</i> |
| 1230 Southampton Road | Sandra/Robert Mason/Farmer | | |
| 1234 Southampton Road | Randy Copple | 11-14-13 | <i>[Signature]</i> |
| 1238 Southampton Road | Kevin Barrow Kristel Rickers | 12-16-13 | <i>[Signature]</i> |
| 4263 Taryton Court | Seth Williams | 11/14/13 | <i>[Signature]</i> |
| 4264 Taryton Court | Jeremy Holmes | | |
| 4267 Taryton Court | Deana Matiyasic | 11-23-13 | <i>[Signature]</i> |
| 4268 Taryton Court | Jennifer, Larry, Carolyn Ipson | | |
| 4271 Taryton Court | Kevin & Katie Duncan | 12/4/13 | <i>[Signature]</i> |
| 4272 Taryton Court | Christine Erickson | | |
| 4275 Taryton Court | Michael Yerigian | | |
| 4276 Taryton Court | Lawrence Hale | 11/22/2013 | <i>[Signature]</i> |
| 1238 Thames Court | Paula Schafer | 12/12/13 | <i>[Signature]</i> |
| 1242 Thames Court | McKel Reese | 11/14/2013 | <i>[Signature]</i> |
| 1243 Thames Court | Garth/Kerrie Hyden | 11/7/14 | <i>[Signature]</i> |
| 1244 Thames Court | Kerry Shantz | | |
| 1245 Thames Court | Janna Dove | | |
| 1252 Thames Court | LORETTA Sadi McElreath | 11-21-13 | <i>[Signature]</i> |
| 1254 Thames Court | Erin Brown | 11-14-13 | <i>[Signature]</i> |
| 1258 Thames Court | Diane Lenzer | 11-8-14 | <i>[Signature]</i> |
| 4230 Waverly Court | Toni Love | 11-17-13 | <i>[Signature]</i> |
| 4232 Waverly Court | Deloris Lenhart | 11-14-13 | <i>[Signature]</i> |
| 4233 Waverly Court | Tonia Goler | 11-7-13 | <i>[Signature]</i> |
| 4235 Waverly Court | | | |
| 4238 Waverly Court | Charles Berg | 11/16/13 | <i>[Signature]</i> |
| 4240 Waverly Court | Inge Eliason | 11-16-13 | <i>[Signature]</i> |
| 4241 Waverly Court | Valerie Sehara | 11-16-13 | <i>[Signature]</i> |
| 4243 Waverly Court | Warren Thomas | 11-16-13 | <i>[Signature]</i> |

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| 4304 Whitby Court | Brittany Pitts | | |
| 4306 Whitby Court | Linda Chen | | |
| 4308 Whitby Court | Kimberly Whitaker | | |
| 4310 Whitby Court | Kyle & Andrea Lambrose | | |
| 4314 Whitby Court | Cindy Richins | | |
| 4316 Whitby Court | Loralie Hall | | |
| 4318 Whitby Court | Joseph & Jessica Starr | | |
| 4320 Whitby Court | Margaret Richardson | 12-2-2013 | Margaret Richardson |
| 4223 Winfield Road | David Snyder | | |
| 4227 Winfield Road | George Peters | | |
| 4231 Winfield Road | Kristine Wilkins | 11/6/13 | Wayne Round |
| 4232 Winfield Road | Wayne & Pamela Roundy | 11/6/13 | Wayne Round |
| 4235 Winfield Road | Matt & Beth Newbold | | |
| 4236 Winfield Road | Pamela Brooks | | |
| 4239 Winfield Road | Brent Roberts | 11-18-13 | Brent Roberts |
| 4242 Winfield Road | | | |
| 4243 Winfield Road | Calvin Woffinden/Suzy Farish | | |
| 4246 Winfield Road | Jerry Nordyke | | |
| 4247 Winfield Road | Renee Murphy | | |
| 4251 Winfield Road | GC VanRoosendaal | | |
| 4261 Winfield Road | Mark & Jillian Bredthauer | 12-2-2013 | Mark & Jillian Bredthauer |
| 4264 Winfield Road | Hazel Beck | 11-18-2013 | Hazel Beck |
| 4267 Winfield Road | Janet Markham | | |
| 4270 Winfield Road | Samuel Holman | 12-12-13 | Samuel Holman |
| 4271 Winfield Road | Kristen Bell | | |
| 4274 Winfield Road | Jacob & Elizabeth Hay | | |
| 4277 Winfield Road | Mario Alejandre | | |
| 4280 Winfield Road | Leda Jones | 11/14/13 | Leda Jones |
| 4281 Winfield Road | Beryl Redfield | 11/14/13 | Beryl Redfield |
| 4284 Winfield Road | Jessica & Cameron Lee | | |
| 4289 Winfield Road | Christine Hansen | | |
| 4290 Winfield Road | Danielle M. Val W. Trujillo/Christensen | 12/10/13 | Danielle M. Val W. Trujillo/Christensen |
| 4291 Winfield Road | Jesse Birrell | | |
| 4295 Winfield Road | Loretta Lucero | | |
| 4299 Winfield Road | Sharon Sumner | 12-2-13 | Sharon Sumner |
| 4305 Winfield Road | Jeffrey Jensen | 11-14-13 | Jeffrey Jensen |
| 4309 Winfield Road | Kenneth Moore | | |
| 4313 Winfield Road | Gary Smith | | |