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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRIARCREEK CONDOMINIUMS 2
2430 E 4500 S
SLC UT 84117
BY: EPM, DEPUTY - WI 22 P.

AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE BRIARCREEK CONDOMINIUMS II
A CONDOMINIUM COMMUNITY IN HOLLADAY, UTAH

April 2008

AMENDED
ENABLING DECLARATIONS
OF
BRIARCREEK CONDOMINIUMS II

This Declaration is made and executed this ____ day of _____, 2008 by the Amended Briarcreek Condominium II Association (hereinafter referred to as "Declarant") pursuant to the provisions of the Utah Ownership Act (Sections 57-8-1 through 57-8-38, and 57-8a-205 through 57-8a-207, as amended, Utah Code Annotated 2004 herein referred to as the "Act").

RECITALS

- A. Declarant is the owner and in possession of that certain parcel of real property in Salt Lake County, Utah, hereinafter described.
- B. Declarant desires, by filing this Declaration and its Record of Survey Map with the Salt Lake County Recorder, to submit said parcel and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as AMENDED BRIARCREEK CONDOMINIUMS II (sometimes herein referred to as "Briarcreek II").

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Condominium Declarations:

I. DEFINITIONS

When used in this Declaration, the following terms shall have the meanings indicated and those ascribed by the Act:

- 1. Declaration: shall mean and refer to this enabling Declaration.
- 2. Record of Survey Map: shall mean and refer to the record of Survey Map filed herewith, dated the ____ day of _____, 2008 consisting of

2 sheets as prepared and certified by Aposhian Consulting Engineers, Inc.,
a duly registered Utah Land Surveyor.

3. Common Areas and facilities: shall mean and refer to:
- a. The real property and the interests in real property, which by this Declaration have been submitted to the terms of the Act.
 - b. All Common areas and facilities designated by the said recording of Survey Map as such except those marked as "Limited Common Areas" as defined herein and designated on the Survey Map.
 - c. All open areas, retaining and/or perimeter walls and not constituting a portion of or included in the four structural improvements, which comprise a part of the project.
 - d. All installations for and all equipment connected with the furnishing of central services to the project such as water, gas and electricity.
 - e. All roadways necessary for ingress and egress to deeded units as shown on the Survey Map.
 - f. All portions of the project not specifically included within the individual units except for the Limited Common Areas as defined herein, and designated on the Survey Map as such.

- g. All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.
4. Management Committee and Committee: shall mean and refer to the Management Committee of Amended Briarcreek Condominiums II.
5. Unit: shall mean and refer to one of the dwelling units and its adjacent garage, which is designated as a Unit by a number on the record of Survey Map. Unless a wall on the perimeter of a Unit separates and is common to two units, such perimeter wall shall, except for the finished surface thereof, which is on the interior of a Unit, constitute a part of the Common Areas and facilities. Interior finish surfaces shall be parts of the Unit to which they relate. A wall on the perimeter of a Unit that is common to another Unit shall, from and to the surface of such wall to its center, constitute a part of the Unit to which it relates. A Unit shall include any walls and partitions, which are wholly contained within its perimeter and the surfaces of any floors and ceilings which bound it. A Unit shall not include pipes, wires, conduits and other utility lines running through it which are utilized for and or which serve more than one Unit.
6. Limited Common Area: shall mean and refer to areas under common ownership but that are reserved for exclusive use of the owner of a Unit. Such areas include the front steps, railings, exterior doors, garage door, and the landscaped areas contained within the fenced areas surrounding

each unit as of January 1, 2007, and as designated and shown on the Survey Map.

7. Unit Number: shall mean and refer to the number, letter or combination thereof, which designates a Unit in the Record of Survey Map.
8. Unit Owner or Owner: shall mean and refer to the person who is the owner of record (in the office of the County recorder of Salt Lake County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant foreclosure or any arrangement or proceeding in lieu thereof.
9. Common Expenses: shall mean and refer to all sums which are expended on behalf of all the Unit owners and all sums which are required by the Management Committee to perform or exercise its functions, duties or rights under the Act, this Declaration, and Management Agreement for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.

II. SUBMISSION

Declarant hereby submits to the provisions of the Act and to these Declarations as the area and property constituting AMENDED

BRIARCREEK CONDOMINIUMS II, the following described real property situated in Salt Lake County, State of Utah:

Beginning at a point which is N 89 degrees 56' 59" W along the quarter section line 1336.73 feet and North 35.60 feet from the East quarter corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being on the south right-of-way line of 4500 South Street; thence S 39 degrees 27' 45" E 161.05 feet; thence S 80 degrees 09' 30" W 424.71 feet; thence N 12 degrees 20' W 139.91 feet to a point on an 1106.30 foot radius curve to the right, the radius point of which bears S 10 degrees 59' 34" E; thence along the arc of said curve 22.23 feet through a central angle of 1 degree 09' 04"; thence N 80 degrees 09' 30" E 328.97 feet to the point of beginning. (containing 1.247 acres.)

III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission of the defined area is made upon and under the following covenants, conditions and restrictions:

1. The improvements included in the project as development of Declarant's land are now located on the said parcel described above and identified in the Record of Survey Map. The buildings are constructed principally of masonry brick exterior walls with asphalt shingles and the interior walls surfaced with gypsum sheets.
2. The Record of Survey Map shows the Unit number for each Unit, its location and dimensions and also the Common Areas, Limited Common areas for the exclusive use of that Unit, and Facilities, which are reserved for use and for immediate access.

Each Unit has an adjoining garage. Each Unit is capable of being independently owned, encumbered and conveyed.

3. The Common Areas, the Limited Common Areas and Facilities are described above and identified on the Record of Survey Map and such percentages of undivided interests shall not be separated from the Unit to which such appertain and shall automatically accompany the transfer of the Unit to which such relates.
4. For purposes of determining the percentages of undivided interests in the Common Areas and Facilities which are appurtenant to the various Units, such have been fixed upon the basis that the floor space of each Unit is identical and there are eight such units, hence the percentages are 12.5% for each unit.
5. The Units are residential housing and each is restricted to such use. No Unit shall be used or occupied in violation of law, so as to create a nuisance or interfere with the rights of any other Unit owner or in such manner as to cause an increase in the costs of the insurance coverage.
6. Any owner who plans to sell his or her Unit or to enter into any agreement for another's occupancy thereof, shall at least ten days before the transaction is to be consummated, give the Committee written notice of such intentions. The notice shall

furnish the name and address of the proposed purchaser or occupant and the terms of the transaction. At any time within seven days after its receipt of the notice, the Committee shall have the right to enter into the transaction upon the same terms as those offered. Thereafter, if the Committee exercises such right, it may then sell the Unit to any party reasonably acceptable to it.

7. Amended Briarcreek Condominiums II shall be managed, operated and maintained by the Management Committee as agent, for all Unit owners. That Committee shall in the exercise of its powers include those stated below, constitute a legal entity capable of dealing in its Committee name and have the following authority and powers:

- a. The power to sue and be sued
- b. The power and authority to convey or to transfer any interest in real property and to record any necessary amendment to this Declaration so long as the vote or consent of the Unit owners necessitated by the agreement has been obtained.
- c. The power to promulgate such reasonable rules and regulations and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the several Unit owners.
- d. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the said Management

Committee to perform its functions as agent for the owners of the Units.

- e. A right of entry upon any Condominium Unit and any Limited Common Area to effect emergency repairs, and a reasonable right of entry thereupon to effect repairs, improvements, replacement, or maintenance of the Project, or any portion thereof, as necessary.
8. The Committee may carry out all of its functions through a President, Vice President and Secretary/Treasurer who shall act for the benefit of the Unit owners and shall, to the extent permitted by law, be authorized to perform the functions and acts required of the committee.
9. The person whom legal process may be served shall be the Secretary/Treasurer of the Association, and shall be addressed to _____ East 4430 South, Holladay, Utah 84124.
10. The Committee shall be composed of three members. At each annual Owners' meeting thereafter, any vacant seat on the Committee shall be filled with a member elected for a two-year term. Only resident owners shall be eligible for Committee membership. At the annual meeting, each Unit owner may cast one (1) vote in favor of as many candidates for Committee membership as there are seats to be filled. In case of an interim vacancy, the remaining Committee members shall elect a replacement until the term of the one being replaced has expired. Committee members shall be reimbursed for all

expenses reasonably incurred in connection with Committee business.

11. The Committee will perform its functions through three officers elected from its membership and by agents duly appointed by it. Committee officers, agents and employees may be removed at any time by a majority vote of the members of the Committee. The designated officers are:

President: He or she shall be the chief executive of the Committee and shall preside over all meetings and exercise general supervision over the property of the Project.

Vice-President: He or she shall have and exercise all of the powers of the President in the event of his or her absence or inability to act.

Secretary/Treasurer: The Secretary/Treasurer shall keep minutes of all meetings of the Committee and maintain records required under the Act and these Declarations, and shall have custody and control of the funds available to the Committee.

12. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners' meeting and at such time and place as the Committee shall provide. No notice need be given of the regular meeting. Special Committee meetings shall be held whenever called by the President or by a majority of the Committee after 24 hours notice or waiver of notice or by attendance by all Committee members. A

majority of the Committee shall constitute a quorum for doing business.

13. Regular meetings of the Unit Owners shall be held in May and October of each year. The place of meeting shall be in Salt Lake County, Utah as is designated by the Committee. At least ten days before such meeting, written notice of the time and place shall be personally delivered or mailed, postage prepaid, to each Unit owner at his last known address. Special meetings of the Owners may be called by the President or a majority of the Unit Owners by giving notice of the time, place and purpose of such meeting in the manner set forth above but only four days notice shall be required. A majority of the Unit Owners shall constitute a quorum for the conduct of the business.
14. Additions or capital improvements to the Project which cost no more than \$5,000.00 may be authorized by the Management Committee alone. Those which will exceed such amount must, prior to being constructed, be authorized by a majority of the owners.
15. The Committee shall provide for such maintenance of the Common Areas, Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional,

attractive and generally in good condition and repair. The Committee may permit installation of individual air conditioning units, which may intrude partially into portions of the Limited Common Areas. The Committee shall have no obligation regarding maintenance or care of inside home units or garages. All expenditures greater than \$1,000 shall require the signature of the Secretary/Treasurer and at least one other officer.

16. Before the end of each year (calendar) the Committee shall prepare a budget, which sets forth an itemization of the anticipated Common Expenses for the coming year. The total of such expenses shall be apportioned among all of the Units on the basis of their appurtenant percentages of undivided ownership interest. Prior to the first day of each month during the year covered by the budget, each Unit Owner shall pay to the Committee as his share of the Common Expenses, one-twelfth of the amount so apportioned to his Unit. The Committee may effect an equitable extra charge to meet unanticipated changes in the expenses. The date of payment and methods of assessment may be altered by the Committee in conformance with good accounting practices.

17. At least every three years, the Committee shall cause to have made an audit by a Certified Public Accountant of the books and records of the Association, and report said results to all the owners.
18. Should any Unit Owner fail to pay, when due, his share of the Common Expenses, the Committee may enforce any remedy provided in the act or otherwise available for collection of delinquent Common Expense assessments. The liability shall be joint and several and may be enforced against any party holding such an interest in a Unit, including both a seller and purchaser under an executory contract of sale of a Unit. The delinquent Unit Owner shall pay all costs of enforcement or collection, including reasonable attorneys fees and, if necessary, all costs of foreclosure.
19. No member of the Management Committee shall be liable to the Unit Owners for any mistakes of judgment, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owners, unless such contract was made in bad

faith or contrary to the provisions of the Act or this Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth in the foregoing portion of this Section 25 shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

20. The Management Committee shall secure and at all times maintain insurance coverage by a policy or by policies of fire, casualty and earthquake insurance, with extended coverage, for the full insurable replacement value of the Project. The payee may be the Committee and all persons holding an interest in the Project and the Units. Also, public liability insurance shall be maintained to protect the Unit Owners, the Committee and the Manager against any legally enforceable liability. The Committee shall have authority to adjust losses and any such insurance shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.
21. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interests for the authorization or approval of a transaction, such requirement may be fully satisfied by

obtaining, with or without a meeting, consents in writing to such transaction from the Unit Owners who collectively hold at least the necessary percentage of undivided ownership interests.

22. Except as provided below, the vote of at least 75% of the undivided ownership interests in the Common Areas and facilities shall be required to amend this Declaration or the record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. Such instrument shall certify the vote required by this paragraph. Declarant shall have the right to amend this Declaration and the record of Survey Map in a manner consistent with law.

23. The Management Committee may adopt Community Rules, which apply to the use and occupancy of the Common Areas, Limited Common Areas and Facilities and the Units. Until others are adopted the following will apply:

- a. The greens and walkways in front of and around the Units and the entrance-ways shall not be obstructed or used for any purpose other than for ingress and egress to and from the Units;
- b. No exterior of any Unit shall be decorated nor awnings placed by any Owner in any manner without the prior consent of the Management Committee;
- c. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or

do or permit anything which will unduly interfere with the rights or comfort of other Owners;

- d. The Units are designed for single-family dwellings and none shall be used for living purposes by more people than it was designed to accommodate comfortably. Exceptions will be brought before all Owners and a majority must approve the exception. No groups, unrelated by blood or marriage, shall be permitted to occupy the Units;
- e. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Units, except such as shall have been approved in writing by Management. No noxious or offensive activity or business shall be carried on in any Unit nor in any Limited Common Area or in any Common Area; and
- f. Special rules may be adopted and circulated by the Management Committee and such shall become binding upon a majority vote of all Owners..

24. The agent for receipt of service of process is

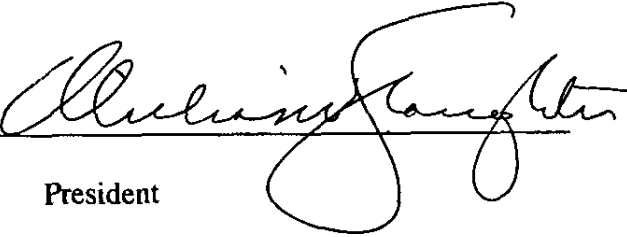
_____. The Management Committee may select and designate a new or different agent and when such is done, that person shall automatically replace the one herein designated and shall succeed to all rights and duties relating to that responsibility.

25. The use of the masculine gender in the paragraphs above shall be deemed to include both male and female

EXECUTED at the City of Holladay, Utah on the day and year
above-written.

AMENDED

BRIARCREEK CONDOMINIUM II ASSOCIATION

By 
President

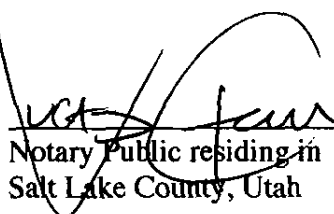
Attest:

Clerk

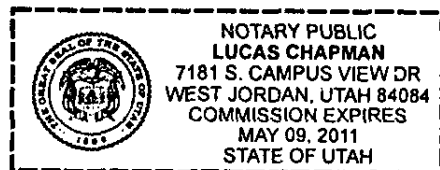
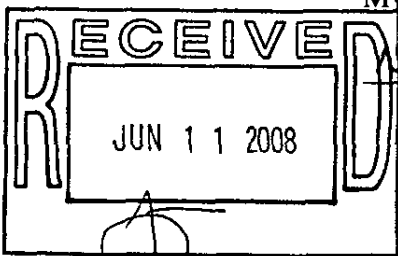
STATE OF UTAH)

COUNTY OF SALT LAKE)

On the 1 day of April, 2008, personally appeared
before me, a Notary Public, William Slaughter
who being by me duly sworn did say that he is the President of Briarcreek
Condominium II Association, the Declarant, and that the foregoing
Declaration was signed by him on behalf of said Association by authority
of a resolution of its Board, and said President duly acknowledged to me
that said Association executed the same.


Notary Public residing in
Salt Lake County, Utah

My Commission expires:
May 09, 2011



AMENDED

BRIARCREEK CONDOMINIUMS II

April 2008

ARTICLES

1. The two parking stalls at the end of each dual townhouse may be used as additional parking. The owner of a unit may negotiate with the owner of an adjacent unit for the long-term use of the driveway immediately behind their units for the purpose of parking additional vehicles. Such an agreement will be between the two owners, and should be filed with the Board for reference. The agreement will stay in force as long as the two owners agree, or until the sale of one of the units. The agreement will terminate upon sale of one of the units and will not transfer with the sale. The agreement is not considered an encumbrance or easement on the deed or the bylaws of the Association, nor will the Association enforce the agreement if the terms are violated.
2. If lawn mowing is desired in the Limited Common Areas, there is an extra charge each month, to be negotiated after the bid is received from the lawn service company for the coming season. This charge is for the lawn mowing months only.

3. Maintenance fees of \$125.00 are due and payable on or before the 10th of each month. A 15% interest fee is imposed on the unpaid balance of any delinquent maintenance fees 30 days past due.

**AMENDED
BRIARCREEK CONDOMINIUMS II ASSOCIATION**

I (We) have read the 2008 Amended Declaration of Covenants Conditions and Restrictions for the Briarcreek Condominiums II. I (We) agree and accept the conditions set forth in this declaration.

Dan Hopes 6-10-2008 2474 East 4430 South, Unit #8
Dan Hopes 801-278-5799

Kristine Hopes 6/10/08
Kris Hopes

Brent Gunnell 2470 East 4430 South, Unit #7
Brent Gunnell 801-272-2469
6-10-08

Donna Gunnell

Donna Gunnell

Chris Hart 6/10/08 2454 East 4430 South, Unit #6
Chris Hart 801-272-3045

Maude Broadbent 2450 East 4430 South, Unit #5
Maude Broadbent 801-277-6787
6-10-08

Ronald Mumford 2434 East 4430 South, Unit #4
Ronald Mumford 801-277-6858
6-10-08

Carol Mumford 6-10-08
Carol Mumford

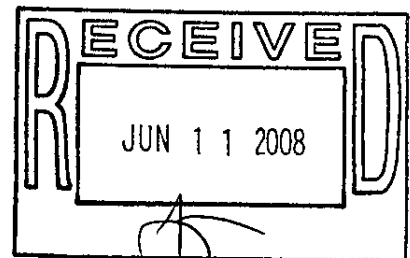
Michael Hall 6-10-08 2430 East 4430 South, Unit #3
Michael Hall, Trustee for 801-771-5722
Louise Lanier

Lloyd R Martin 6/10/08 2424 East 4430 South, Unit #2
Lloyd Martin 801-278-8005

Dorothy Martin 6/10/08

Bill Slaughter 6/10/08 2420 East 4430 South, Unit #1
Bill Slaughter 801-273-7753

Sheri Slaughter 6/10/08
Sheri Slaughter



I, Michael L. Hall, as power of attorney
for Louise H. Lanier, who resides at 2430 East
4500 South, Holladay, Utah, give Ron Mumford
authority to vote on behalf of Louise regarding
Briarcreek II Condo bylaws.

Michael L. Hall

9/6/2007

BRIARCREEK II CONDO'S OWNERS AS OF 7/2007

2474 DAN, KRIS HOPES	278-5799	#8
2470 BRENT, DONNA GUNNELL	272-2469	#7
2454 CHRIS HART	272-3045	#6
2450 MAUDE BROADBENT	277-6787	#5
2434 RON, CAROL MUMFORD	277-6858	#4
2430 LOUISE LANIER	278-1308	#3
2424 LLOYD, DORTHY MARTIN	278-8005	#2
2420 BILL, SHERI SLAUGHTER	273-7753	#1

RM/7/23/07

RM#09/08