

1 AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
2 RESTRICTIONS FOR TODD TOWN HOUSES PLANNED UNIT DEVELOPMENT

3 This Amended Declaration of Covenants, Conditions, and
4 Restrictions hereinafter called "Amended Declaration" is made
5 and executed in Utah County, State of Utah, this 19th day of
6 May, 1976, by Ralph A. Britsch, general partner of Todd Town
7 Houses, a partnership, hereinafter called "Declarant," pursuant
8 to the provisions of the Utah Condominium Ownership Act and
9 the Rules and Regulations of Orem City, Utah County, Utah.

10 This Third Amended Declaration hereby amends the
11 amended Declaration of Todd Town Houses recorded on the 24th
12 day of May 1973, in Book 1258, Page 229 recorded at the Utah
13 County Recorder's office in Provo, Utah County, Utah. Except
14 as herein amended, the terms contained in the amended
15 Declaration shall still remain in full force and effect.

16 WITNESSETH:

17 WHEREAS, Declarant is the owner of certain real
18 property located in Utah County, State of Utah, hereinafter
19 referred to as Parcel 1, and more particularly described as
20 follows:

21 Commencing at a point located North 0°06'50" West
22 along the one-quarter Section line 2292.72 feet and
23 South 89°38'00" East 31.00 feet from the South one-
24 quarter corner of Section 11, Township 6 South,
25 Range 2 East, Salt Lake Base and Meridian; thence
26 South 89°38'00" East 135.00 feet; thence South
27 0°19'00" East 159.93 feet; thence South 89°38'00"
28 East 35.86 feet; thence North 159.92 feet; thence
29 South 89°38'00" East 81.50 feet; thence North 4.02
30 feet; thence South 89°38'00" East 43.50 feet;
31 thence South 238.94 feet; thence along the arc of a
32 10.00 foot radius curve to the right 14.77 feet
(chord bearing and distance of said curve being
South 45°11'00" West 14.9 feet); thence North
89°38'00" West 175.45 feet; thence the arc of a
10.00 foot radius curve to the right 15.59 feet
(chord bearing and distance of said curve being
North 44°58'30" West 14.05 feet); thence North
0°19'00" West 235.12 feet to the point of beginning.
Area = 1.535 acres.

WHEREAS, Declarant is the owner of certain Townhouse
buildings and certain other improvements heretofore constructed
upon the aforesaid premises, which property constitutes a
"Condominium Project" under the terms of the provisions of the
Utah Condominium Ownership Act (Title 57, Chapter 8, Utah
Code Annotated, 1953), and it is the desire and the intention
of the Declarant to divide the project into condominiums and
to sell and convey the same to various purchasers subject to
the covenants, conditions, and restrictions herein reserved
to be kept and observed; and

WHEREAS, Declarant is the owner of certain other
real property located in Utah County, State of Utah, hereinafter

1 referred to as Parcel 2 and more particularly described as
2 follows:

3 Commencing at a point located North 0°06'50" West
4 along the one quarter Section line 2292.72 feet
5 and South 89°38'00" East 31.00 feet from the South
6 one-quarter corner of Section 11, Township 6 South,
7 Range 2 East, Salt Lake Base and Meridian; thence
8 North 0°19'00" West 239.13 feet; thence along the
9 arc of a 10.00 foot radius curve to the right 15.83
10 feet (chord bearing and distance of said curve being
11 North 45°01'30" East 14.23 feet); thence South
12 89°38'00" East 102.88 feet; thence South 0°19'00"
13 East 249.25 feet; thence North 89°38'00" West 113.00
14 feet to the point of beginning. Area 0.646 acre.

15 Commencing at a point located North 0°16'50" West
16 along the one-quarter Section line 2292.72 feet and
17 South 89°38'00" East 202.74 feet from the South
18 one-quarter corner of Section 11, Township 6 South,
19 Range 2 East Salt Lake Base and Meridian; thence
20 North 249.23 feet; thence South 89°38'00" East
21 115.06 feet; thence along the arc of a 10.00 foot
22 radius curve to the right 15.64 feet (chord bearing
23 and distance of said curve being South 44°49'00" East
24 14.10 feet); thence South 235.27 feet; thence North
25 89°38'00" West 43.50 feet; thence South 4.02
26 feet; thence North 89°38'00" West 81.50 feet to the
27 point of beginning. Area 0.711 acre.

28 and WHEREAS, it is the desire of Declarant that said
29 real property described in the immediate preceding paragraph
30 not be part of the condominium project, but that it be sold to
31 the individuals as use as private family dwellings; and

32 WHEREAS Declarant is the owner of still other real
property located in Utah County, State of Utah, hereinafter
referred to as Parcel 3 and more particularly described as
follows:

Commencing at a point located North 0°06'50" West
along the quarter Section line 2292.72 feet and
South 89°38'00" East 144.00 feet from the South one-
quarter corner of Section 11, Township 6 South,
Range 2 East, Salt Lake Base and Meridian; thence
North 0°19'00" West 249.25 feet; thence North
89°38'00" West 102.88 feet; thence along the arc of
a 10.00 foot radius curve to the left 15.83 feet
(chord bearing and distance of said curve being
South 45°01'30" West 14.23 feet); thence North
0°19'00" West 34.12 feet; thence South 89°38'00" East
322.25 feet; thence South 518.21 feet; thence North
89°38'00" West 34.06 feet; thence along the arc of a
10.00 foot radius curve to the left 15.77 feet
(chord bearing and distance of said curve being
North 45°11'00" East 14.19 feet); thence North
474.21 feet; thence along the arc of a 10.00 foot
radius curve to the left 15.64 feet (chord bearing
and distance of said curve being North 44°49'00"
West 14.10 feet); thence North 89°38'00" West 115.06
feet; thence South 409.16 feet; thence North 89°38'00"
West 35.86 feet; thence North 0°19'00" West 159.93
feet; thence North 89°38'00" West 22.00 feet to the
point of beginning. Area 0.925 acres.

1 WHEREAS it is the desire of the Declarant that said
 2 real property described in the immediate preceding paragraph be
 3 used as a park and pool common area, for the common use and
 4 enjoyment of all owners of the Condominium Units and the Family
 5 Dwelling Homes with an equal five percent (5%) ownership.

6 WHEREAS, on the 4th day of February, 1972, Declarant
 7 filed for record in the office of the County Recorder of Utah
 8 County, State of Utah, a certain instrument entitled "Record
 9 of Todd Town Houses Plat A," hereinafter referred to as "Map,"
 10 which Map is filed as record herewith; and on the 26th day
 11 of September, 1972, Declarant filed an Amended Record of Todd
 12 Town Houses Plat B and Plat C, hereinafter referred to as
 13 "Amended Map"; and on the 29th day of October, 1975, Declarant
 14 filed an Amended Record of Todd Town Houses, hereinafter referred
 15 to as "Second Amended Map," now, therefore, the Declarant,
 16 pursuant to the provisions of said Declaration of Covenants,
 17 Conditions, and Restrictions, and in compliance with the Utah
 18 Condominium Ownership Act (Title 57, Chapter 8, Utah Code
 19 Annotated, 1953), as amended, hereby makes the following
 20 amendments:

21 1. Paragraph 1 (Definitions) is amended as follows:

22 a. Sub-Paragraph (c) is changed to read as
 23 follows: "Project" shall mean the entire parcel of
 24 real property referred to in this Declaration to be
 25 divided into condominiums in Parcel 1 as described
 26 herein, private family dwellings to be constructed
 27 on Parcel 2 described herein, and a park and pool
 28 common area to be shared by owners of both the
 29 condominiums and the private family dwellings,
 30 pursuant to park and pool declaration as provided
 31 herein to be constructed on Parcel 3 described herein.

32 b. The following new sub-paragraphs are to be
 added following sub-paragraph (p).

(q) "Family Dwelling" shall mean a lot and
 improvements thereon which are owned in their
 entirety by an individual rather than considered
 part of the common area.

(r) "Park and Pool Common Area" shall mean that
 area designated on the Second Amended Map as Park
 and Pool Common Area and described herein as Parcel 3.

(s) "Park and Pool Addendum" shall mean the
 Covenants, Conditions, and Restrictions of Todd
 Townhouse Park and Pool Common Area governing the
 use and ownership of the pool and park area, of even
 date and recorded concurrently with this Amended
 Declaration.

(t) "Second Amended Map" shall mean the record
 of Todd Town Houses filed for record herewith by
 the declarant.

(u) "Family Dwelling Owner" shall mean the owner
 of a lot designated for private family dwelling use
 on the Second Amended Map recorded herewith and
 described as Parcel 2 herein.

1 2. Paragraph 2 shall be changed to read as follows
 2 (Project): The condominium portion of the project shall consist
 3 of five (5) apartment buildings, and carports as shown by the
 4 Second Amended Map recorded herewith, constructed principally
 of brick, concrete, steel, and glass, located upon the land
 described above as parcel 1.

5 3. Paragraph 3 (Apartment Units) shall be changed
 6 to read as follows: To establish a plan of condominium
 7 ownership for such condominium portion of the project, the
 8 condominium portion of the project is hereby divided into the
 9 apartment units described in Exhibit A attached hereto and
 10 attached as Exhibit A in the Amended Declaration of Covenants,
 Conditions, and Restrictions recorded September 26, 1972, and
 by reference made a part hereof; which apartment units,
 together with their appurtenant interest in the common areas
 and facilities and limited common areas and facilities, shall
 constitute separate freehold estates for all purposes provided
 by the said act.

11 4. Paragraph 15 (Exclusive ownership and possession
 12 by owner) shall be changed to add the following two paragraphs
 13 immediately following the second complete paragraph in said
 Paragraph 15:

14 An owner shall be entitled to an undivided interest
 15 in the park and pool common areas as expressed in the
 16 Addendum of Protective Covenants, Conditions and Restrictions
 of Todd Townhouse Park and Pool Common Areas recorded concu-
 rrently with the Amended Declaration.

17 A Family Dwelling owner shall be entitled to exclusive
 18 ownership of his lot and all improvements thereon. A Family
 19 Dwelling owner shall be entitled to an undivided interest in
 the Park and Pool Common Area in the five percentage expressed
 in the Park and Pool Addendum, and subject to the conditions
 contained in said Park and Pool Addendum.

20 5. Paragraph 27 (No partition) shall be changed to
 21 read as follows: There shall be no judicial partition of the
 22 condominium portion of the project or any part thereof, nor
 23 shall Declarant or any person acquiring any interest in the
 24 condominium portion of the project or any part thereof, seek
 25 any such judicial partition until the happening of the condi-
 26 tions set forth in Paragraph 28, hereof in the case of damage,
 27 or destruction, or unless the property has been removed from
 the provisions of the Condominium Act as provided in Section
 57-8-22 thereof; provided, however, that if any condominium
 shall be owned by two or more co-tenants as tenants in common
 or as joint tenants, nothing herein contained shall be deemed
 to prevent a judicial partition as between said co-tenants, but
 such partition shall not affect any other condominium.

28 6. The following will be added as Paragraph 36:
 29 Each Family Dwelling Owner shall be bound by the following
 limitations of use of his Family Dwelling:

30 (a) No Owner shall occupy or use his Family Dwelling,
 31 or permit the same or any part thereof to be occupied or used
 for any purpose other than as a private residence for the Owner
 and the Owner's family or the Owner's Lessees or guests.

1 (b) No animals, livestock, or poultry of any kind
2 shall be raised, bred, or kept in or around any Family Dwelling
3 except dogs, cats or other household pets. Dogs shall be on
4 a leash with their owner when outside.

5 (c) No noxious or offensive activity shall be carried
6 on in any Family Dwelling, nor shall anything be done therein
7 which may be or become an annoyance or nuisance to the other
8 owners.

9 7. Responsibility of Family Dwelling owners shall
10 be limited to their private property and their five percent (5%)
11 share of the Park and Pool Common Area.

12 IT WITNESS WHEREOF, the undersigned has executed
13 this instrument this 25th day of *May*, 1976

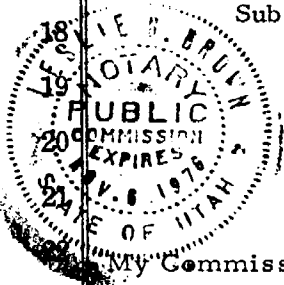
14 TODD TOWN HOUSES

15 By *[Signature]*
16 President

17 ATTEST:

18 *[Signature]*
19 Secretary

20 Subscribed and sworn to before me this 25th day of May, 1976.



21 *[Signature]*
22 NOTARY PUBLIC
23 Residing Provo, Utah

24 My Commission Expires:

25 11-6-76

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1 ADDENDUM OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF TODD
2 TOWN HOUSE PARK AND POOL COMMON AREA

3 This Addendum of Covenants, Conditions, and Restriction-
4 tions, hereinafter called "Addendum" is made and executed in
5 Utah County, State of Utah, this 19th day of May, 1976, by
6 Ralph A. Britsch, general partner of Todd Town Houses, a
7 partnership hereinafter called "Declarant" pursuant to the
8 provisions of the Utah Condominium Ownership Act and the Rules
9 and Regulations of Orem City, Utah County, Utah.

10 WITNESSETH:

11 WHEREAS, Declarant is the owner of certain real
12 property in Utah County, State of Utah, and more particularly
13 described as follows:

14 Commencing at a point located North 0°06'50" West
15 along the quarter Section line 2292.72 feet and
16 South 89°38'00" East 144.00 feet from the South
17 one-quarter corner of Section 11, Township 6 South,
18 Range 2 East, Salt Lake Base and Meridian; thence
19 North 0°19'00" West 249.25 feet; thence North
20 89°38'00" West 102.88 feet; thence along the arc of
21 a 10.00 foot radius curve to the left 15.83 feet
22 (chord bearing and distance of said curve being
23 South 45°01'30" West 14.23 feet); thence North
24 0°19'00" West 34.12 feet; thence South 89°38'00"
25 East 322.25 feet; thence South 518.21 feet; thence
26 North 89°38'00" West 34.06 feet; thence along the
27 arc of a 10.00 foot radius curve to the left 15.77
28 feet (chord bearing and distance of said curve
29 being North 45°11'00" East 14.19 feet); thence North
30 474.21 feet; thence along the arc of a 10.00 foot
31 radius curve to the left 15.64 feet (chord bearing
32 and distance of said curve being North 44°49'00"
 West 14.10 feet); thence North 89°38'00" West 115.06
 feet; thence South 409.96 feet; thence North 89°38'00"
 West 22.00 feet to the point of beginning. Area =
 0.925 acres.

 WHEREAS, it is the desire of Declarant that said
 real property and the improvements constructed thereon be
 used as a Park and Pool Common Area, to be used by the owners
 of Condominium Units and Family Dwellings in the Todd Town
 Houses Project, subject to the covenants, conditions, and
 restrictions herein reserved to be kept and observed; and

 WHEREAS, Declarant has executed an Addendum of
 Covenants, Conditions and Restrictions for Todd Town Houses
 Planned Unit Development and two subsequent amendments thereto
 and related instruments entitled "Record of Todd Town Houses
 Planned Unit Development and two subsequent amendments thereto
 and related instruments entitled "Record of Todd Town Houses
 referred to therein as "Second Amended Maps," providing for
 the ownership and use of the property described herein,
 subject to the conditions of the Addendum; and

 WHEREAS, Declarant desires and intends by filing this
 Addendum and the aforesaid Second Amended Map to submit the

1 above described property and the improvements thereon, together
 2 with all appurtenances thereto, to the provisions of the
 3 aforesaid act as a condominium project and to impose upon
 4 said property mutually beneficial restrictions under a general
 5 plan of improvements for the benefit of said property mutually
 6 beneficial restrictions under a general plan of improvements
 7 for the benefit of said property and the owners thereof.

8 NOW, THEREFORE, Declarant hereby declares that all
 9 the properties described above shall be owned by the owners of
 10 Condominium Units and Family Dwellings for the common use and
 11 enjoyment of such owners. Membership shall be appurtenant to
 12 and may not be separated from ownership of any Condominium
 13 Unit or Family Dwelling which is subject to assessment by
 14 the owners. Each owner will have an equal five percent (5%)
 15 share of the area. Ownership of Condominium Units or Family
 16 Dwellings shall be the sole qualification of membership.

17 SECTION 1: Members' Easements of Enjoyment. Every
 18 owner shall have an easement of enjoyment in and to the Park
 19 and Pool Common Area, and such easement shall be appurtenant to
 20 and shall pass with the title to every assessed lot, subject to
 21 the following provisions:

22 (a) the right of the owners to limit the number of
 23 guests of such owners;

24 (b) the right of the owners to charge reasonable
 25 admission and other fees for the use of any recreational
 26 facility situated upon the Common Area;

27 (c) The right of the owners in accordance with the
 28 Covenants to borrow money for the purpose of improving the Park
 29 and Pool Common Area and facilities and in aid thereof to
 30 mortgage said property, subject to rights of such mortgagee in
 31 said properties being subordinate to the rights of the owners
 32 hereunder;

(d) the right of the owners to suspend the voting
 rights and the right to use the recreational facilities by an
 owner for any period during which any assessment against his
 lot remains unpaid; and for a period not to exceed 180 days
 for any infraction of its published rules and regulations.

SECTION 2: Delegation of Use. Any member may delegate,
 in accordance with Section 1, his right of enjoyment to the Park
 and Pool Common Area and facilities to the members of his
 family, his tenants, or contract purchasers who reside on the
 property.

SECTION 3: Title to the Park and Pool Common Area.
 The Declarant has conveyed fee simple title to the Park and
 Pool Common Area to each owner of a Condominium Unit or a Family
 Dwelling as part of the recording of Todd Town House Planned
 Unit Development.

SECTION 4: Right of Inspection for Orem City. Orem
 City shall have the right at any time it sees fit to inspect any
 part or portion or thing connected in any way with any street,
 water system, sewer system, in the Todd Town House Park and
 Pool Common Area.

1 SECTION 5: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned
2 within the properties, hereby covenants, and each owner of any
3 lot by acceptance of a deed therefore, whether or not it shall
4 be so expressed in any such deed or other conveyance is
5 deemed to covenant and agree to pay to the Association, except
6 as hereinafter described: (1) annual assessments or charges,
7 and (2) special assessments for capital improvements, such
8 assessments to be fixed, established, and collected from time
9 to time as hereinafter provided. The annual and special
10 assessments, together with such interest thereon and cost of
11 collection thereof, as hereinafter provided, shall be a charge
12 on the land and shall be a continuing lien upon the property
13 against which such assessment is made. Each such assessment,
14 together with such interest, costs, and reasonable attorney's
15 fees shall also be the personal obligation of the person who
16 was the owner of such property at the time when the assessment
17 fell due. The personal obligation shall not pass to his
18 successors in title unless expressly assumed by them.

11 SECTION 6: Purpose of Assessments. The assessments
12 levied by the Owners shall be used exclusively for the purpose
13 of promoting the recreation, health, safety, and welfare of the
14 residents in the properties, services, and facilities devoted
15 to this purpose and related to the use and enjoyment of the
16 Park and Pool Common Area.

15 SECTION 7: Basis and Maximum of Annual Assessments.
16 Until a Committee is elected which represents the Family
17 Dwellings and the Condominium Units, the Park and Pool Common
18 Area shall be managed by the Condominium Owners' Management
19 Committee. When the first Family Dwelling is sold, the owner
20 of such Dwelling shall become an advisory member of the Park
21 and Pool Management Committee until conditions set forth in
22 SECTION 14 of this Addendum shall be met. The monthly assess-
23 ment shall be twenty dollars (\$20.00). The annual assessment
24 for the next fiscal year cannot be raised without a two-
25 thirds majority vote of all owners of the Park and Pool Common
26 Area.

21 SECTION 8: Special Assessments for Capital Improve-
22 ments. In addition to the annual assessments authorized above,
23 the Owners also may levy in any year, a special assessment
24 applicable to that year only, for the purpose of defraying, in
25 whole or in part, the cost of any construction or reconstruc-
26 tion, unexpected repair or replacement of a described capital
27 improvement upon the Park and Pool Common Area, including the
28 necessary fixtures and personal property related thereto,
29 provided that any such assessment shall have the assent of two-
30 thirds (2/3) of the votes of owners who are voting in person or
31 by proxy at a meeting duly called for this purpose, written
32 notice of which, setting forth the purpose of the meeting,
shall be sent to all owners not less than fifteen (15) days,
nor more than sixty (60) days in advance of the meeting.

29 SECTION 9: Uniform Rate of Assessment. Both the
30 monthly and special assessments must be fixed at a uniform
31 rate for all Family Dwelling, Condominium Units and may be
32 collected on a monthly basis.

31 SECTION 10: Quorum for any Action Authorized under
32 SECTION 8 of the Amended Declaration of May 1973. At the
first meeting called as provided in SECTION 8, the presence at the

1 meeting of owners or of proxies entitled to cast two-thirds of
2 all votes of members shall constitute a quorum. If the required
3 quorum is not forthcoming at any meeting, another meeting may
4 be called subject to the notice requirement set forth in Section
5 1 (d) and the required quorum at any such subsequent meeting
6 shall be one-half (1/2) of the owners. Such meeting shall be
7 held not more than sixty (60) days following the prior meeting.

8 SECTION 11: Annual Assessments. The Park and Pool
9 Management Committee shall fix the amount of the annual
10 assessment against each owner for the following fiscal year in
11 accordance with SECTION 7. Written notice of the annual
12 assessment shall be sent to every owner subject to SECTION 7.
13 Dues may be paid either (a) monthly or (b) yearly in advance.
14 The Park and Management Committee shall upon demand at any
15 time furnish a certificate in writing signed by a member of
16 the committee setting forth whether the assessments on a
17 specified unit or home have been paid. A reasonable charge
18 may be made by the committee for the issuance of these
19 certificates. Such certificate shall be conclusive evidence of
20 payment of any assessment therein stated to have been paid.

21 SECTION 12: Subordination of the Lien to Mortgages.
22 The lien of the assessments provided for herein shall be
23 subordinate to the lien of any mortgage or mortgages. Sale
24 or transfer of any Condominium Unit of Family Dwelling shall
25 not affect the assessment lien. However, the sale or transfer
26 of any Condominium Unit or Family Dwelling which is subject to
27 any mortgage, pursuant to a decree of foreclosure under such
28 mortgage or any proceeding in lieu of foreclosure thereof,
29 shall extinguish the lien of such assessments as to payments
30 thereof which became due prior to the sale or transfer. No
31 sale or transfer shall relieve such unit or dwelling from
32 liability for any assessments thereafter becoming due or from
the lien thereof.

33 SECTION 13: The Park and Pool Common Area shall
34 be managed by a three-member management committee consisting
35 of two members from the condominium management committee (the
36 chairman and one other) and one member elected by the Family
37 Dwelling owners.

38 SECTION 14: Election of Members of the Park and Pool
39 Management Committee, and Proceedings of That Committee.

40 (a) Election. The two members of the Park and Pool
41 management committee representing the Condominium owners shall
42 be elected in the manner and on the date indicated in the Amended
43 Declaration of May 1973, Sections 4 through 7. The member
44 representing the Family Dwellings shall be elected at an annual
45 meeting of Family Dwelling owners, to be held on or near the
46 date of the annual meeting of the Condominium owners (Amended
47 Declaration of May 1973, Section 5 a).

48 A meeting for the first election of a Family Dwelling
49 member of the Park and Pool management committee shall be
50 called when three or more such dwellings have been sold. Until
51 three homes are sold, the first owner shall serve as an advisory
52 member of the Park and Pool Management Committee. The meeting
53 shall be called and conducted by the manager of the Condominium
54 management committee. Thereafter, annual and other meetings of
55 the Family Dwelling owners shall be called and conducted by the

1 elected committee member representing that group. Each owner
 2 shall be entitled one vote for the Family Dwelling owned. In
 3 the event more than one person is the record owner of a Family
 4 Dwelling, all owners of said Family Dwelling shall be entitled
 5 to a total of one vote representing said Family Dwelling, but
 6 it shall be necessary for those present to act unanimously
 7 in order to cast the vote to which they are entitled. Any
 8 owner may attend and vote at such meeting in person, or by an
 9 agent duly appointed by an instrument in writing signed by the
 10 owner and filed with the Family Dwelling committee member. Any
 11 designation of an agent to act for an owner may be revoked at
 12 any time by written notice to the Family Dwelling committee
 13 member, and shall be deemed revoked when that Committee
 14 member shall receive actual notice of the death or judicially
 15 declared incompetence of such owner or of the conveyance by
 16 such owner of his Family Dwelling. Any designation of an agent
 17 to act for more than one owner must be signed by all such persons

18 In the event that a notice of default is recorded
 19 by any mortgagee who holds a mortgage, then and in that event
 20 and until the default is cured, the right of the Owner of such
 21 family dwelling to vote shall be transferred to the mortgagee
 22 recording the notice of default.

23 (b) Term. The member of the Park and Pool Management
 24 Committee representing the Family Dwellings shall serve for
 25 a term of two (2) years, provided that if such member ceases
 26 to be an Owner, his membership on the Park and Pool Management
 27 Committee shall thereupon terminate.

28 (c) Resignation and Removal. The Family Dwelling
 29 member may resign at any time by giving written notice to all
 30 of the Family Dwelling owners and by calling a meeting at which
 31 his successor will be elected by vote of the owners. The
 32 member may be removed, but he shall not be removed if the
 number of votes cast against his removal exceeds twenty (20%).
 If a member is removed, the Family Dwelling Owners may elect
 another person from their group, such person to serve as a
 temporary committee member until the next regular election
 is held and a new Park and Pool Committee Member is elected.

(d) Proceedings. The three (3) members of the Park
 and Pool Management Committee shall constitute a quorum, and,
 if a quorum is present, the decision of a majority of those
 present shall be the act of that committee. The Manager of
 the Condominium Committee shall serve as chairman of the Park
 and Pool Management Committee. Meetings of the Park and Pool
 Management Committee may be called, held, and conducted in
 accordance with such regulations as the committee may adopt.
 The Committee may also act without a meeting by unanimous
 written consent of its members.

SECTION 15: Authority of Park and Pool Management.
 The Park and Pool Management Committee shall enforce the
 provisions hereof, and prepare yearly budgets, pool schedules,
 and plans for major capital improvements, be responsible for
 hiring pool maintenance personnel, make plans for fruit trees
 (spraying, picking, ladders, distribution of fruit), playground
 equipment, other recreational facilities, supervision of watering,
 mowing, gardening in the Park Area.

The Management Committee of the Park and Pool Common
 Area, along with the third member of the Condominium Management

1 Committee, will have the authority to select, or hire, a business
2 manager or treasurer to serve both groups, and a caretaker to
operate the watering systems of both areas.

3 SECTION 16: Park and Pool Management Committee's
4 Powers, Exclusive. The Park and Pool Management Committee
5 shall have the exclusive right to contract for all goods,
services, insurance, and other expenses, payment for which
is to be made from the Park and Pool expense fund.

6 SECTION 17: Default. Default in the payment of any
7 assessment shall be governed by and subject to the conditions
8 set forth in SECTION 12 of the Addendum of Covenants, Conditions,
and Restrictions of Todd Town House Park and Pool Common Area
referred to herein.

9 SECTION 18: Ownership. The owner or owners of each
10 Family Dwelling or Condominium Unit shall be entitled to an
undivided Five percent (5%) interest in the Park and Pool
Common Area, described herein.

11 SECTION 19: Limitation of Park and Pool Management
12 Committee Liability. The Park and Pool Management Committee
13 shall not be liable for any failure of services to be obtained
and paid for by that committee, or for injury or damage to
14 person or property caused by the elements or by another Owner
or person in the project, or resulting from electricity, water,
15 rain, dust or sand which may leak or flow from outside or
from parts of the buildings, or from any of its pipes, drains,
16 conduits, appliances, or equipment, or from any other place
unless caused by gross negligence of the Park and Pool Manage-
17 ment Committee. No diminution or abatement of common expense
assessments shall be claimed or allowed for inconveniences
18 or discomfort arising from the making of repairs or improve-
ments to the property or from any action taken to comply with
19 any law, ordinance, or orders of a government authority.

20 SECTION 20: Indemnification of Park and Pool
Management Committee. Each member of the Park and Pool
21 Management Committee shall be indemnified by the Owners
against all expenses and liabilities including attorney's
22 fees, reasonably incurred by or imposed upon him in connection
with any proceeding to which he may be a party, or in which he
23 may become involved, by reason of his being or having been an
member of the Park and Pool Management Committee, or any
24 settlement thereof, whether or not he is a member of the Park
and Pool Management Committee at the time such expenses are
25 incurred, except in such cases wherein the member of the Park
and Pool Management Committee is adjudged guilty of willful
26 misfeasance or malfeasance in the performance of his duties;
provided that in the event of a settlement the indemnification
27 shall apply only when the Park and Pool Management Committee
approves such settlement and reimbursement as being for the
28 best interests of the Park and Pool Management Committee.

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IN WITNESS WHEREOF, the undersigned has executed this instrument this 25th day of May, 1976.

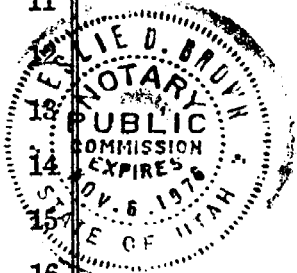
TODD TOWN HOUSES

By Stacy L. [Signature]
President

ATTEST:

Dorothy C. Dutsch
Secretary

Subscribed and sworn to before me this 25th day of May, 1976.



L. D. Brown
NOTARY PUBLIC

Residing Provo, Utah

My Commission Expires:

11-6-76

12219
RECORDED AT THE REQUEST OF
Stacy L. [Signature]
1976 MAY 25 PM 12:05
MIN. CO. REC'D
UTAH CO. REC'D
DEPT. OF COMMERCE
NO. 12219
725 [Signature]
450 [Signature]
Crum, [Signature]