

ARTICLE I
DEFINITIONS

SECTION 1. "Association" shall mean and refer to the Winslow Park Homeowner's Association, its successors and assigns.

SECTION 2. "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 pay of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Beginning at a point on an existing fence line, said point being North 325.875 feet and West 233.11 feet from the Southeast corner of Lot 13, Block 17, Ten Acre Plat "A", Big Field Survey and running thence North 162.9375 feet; thence West 271.39 feet; thence South 162.9375 feet; thence East 271.39 feet to the point of beginning. Less lots 1, 2, 3, 4, Winslow Park PUD as recorded in the Office of the Salt Lake County Recorder.

Together with a private easement and Right of Way over the following described property:

Beginning 488.8125 feet NORTH and 504.5 feet WEST from the Southeast corner of said Lot 13, and running thence SOUTH 25.0 feet, thence West 205.0 feet to the East line of 200 East Street; thence NORTH 25.0 feet, thence EAST 205.0 feet to the point of beginning.

SECTION 5. "Limited Common Area" shall mean that portions of the common area designated in the declaration or on the record or survey map as described for the use of a certain unit or units, more specifically described as lots 1, 2, 3, 4, Winslow Park PUD as recorded in the office of

the Salt Lake County Recorder, upon which said unit or units shall have the right to an exclusive easement or use and enjoyment.

SECTION 6. "Declarant" shall mean and refer to Winslow Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement use and enjoyment in and to the common area and any designated limited common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area:

(b) the right of the Association to suspend the voting rights and right to use of 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 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by One Hundred Percent (100%) of each class of members agreeing to such dedication or transfer has been recorded.

SECTION 2. Delegation of Use. Any owner may delegate, in accordance

BOOK SR 16752 639

and/or designated limited common areas to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership:

Class A. Class A member shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall constitute one member and have one vote.

Class B. The Class B. member shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs earlier:

(a) when the total votes outstanding equal the total votes outstanding in the Class B membership, or

(b) At the end of one year from the date of recording this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties,

hereby covenants, and each Owner of any Lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, designated limited common areas, and of the homes situated upon the Properties.

SECTION 3. Maximum Annual Assessment. Until January 1, of the year in which the first Lot is conveyed to an Owner, the maximum annual assessment shall be One Thousand Dollars (\$1,000.00) per lot.

(a) Before January 1st of the year immediately following the conveyance of the first Lot to an Owner, the Maximum annual assessment may be increased each year not more that 5%.

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased 5% by a vote of One Hundred Percent (100%) of each

class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, or designated limited common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 60 days in advance of the meeting. At the first such meeting called, the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

SECTION 6. Uniform Rate of Assessments Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 7. Date of Commencement of Annual Assessments; Due dates. The

annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

SECTION 8. Effect of nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, designated Limited Common Area, or abandonment of his Lot.

SECTION 9. Subordination of the Lien to Mortgages. From and after the time a Mortgagee make written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that the Owner of the Lot encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) days or more to cure any failure on the part of such Owner to perform any of his obligations under this Declaration.

The lien or claim against a Lot for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate

levied by the Association pursuant to this Decalration shall be subordinate to a Mortgage affecting such Lot. A Mortgagee who comes into possession of the Lot pursuant to his Mortgage or deed or assignment in lieu of foreclosure shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessment or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure. No assessment, charge lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not being a burden to a Mortgagee coming into possession pursuant to his Mortgage or deed or assignment in lieu of foreclosure shall be collected or enforced against a Mortgagee, a successor in title to a Mortgagee, or the Lot affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interest of the Mortgagee or successor in title to the Mortgagee interested in such Lot). No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the change shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

BOOK 5846 PAGE 704

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, and Designated Limited Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the Assessments to which such lot is subject.

ARTICLE VII

PARTY WALLS

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

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use with out prejudice, however, to the right of any such Owners to

BOOK 5846 PAGE 705

call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one additional arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30)

years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than One Hundred Percent (100%) of the Lot Owners. Any amendment must be recorded.

SECTION 4. Annexation. Additional residential property and Common Area, or Designated Limited Common Area, may be annexed to the properties with the consent of One Hundred Percent (100%) of each class of members.

SECTION 5. Pets. Pets of unit owners shall be kept in the owner's units in the limited common areas reserved to the Owner's unit or on a leash.

SECTION 6. FHA/VA Approval. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 7th day of November, 1986.

DECLARANT:

Sheltered Security & Mgm., Inc. as
General Partner for
Winslow Limited Partnership

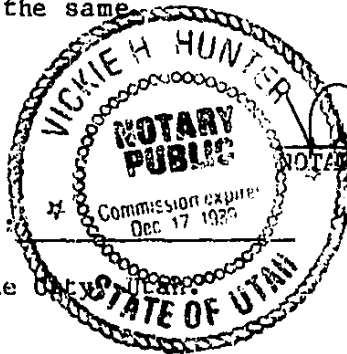
By: 
Lynn H. Croft, President

By: 
William A. Miller, Secretary

STATE OF UTAH)
 SS.
County of Salt Lake)

BOOK 5846 PAGES 707

On this 7th day of November, 1986, personally appeared before us Lynn D. Croft and William A. Miller, who being by me duly sworn, says that they are President and Secretary of Sheltered Security & Management, Inc., the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its by-laws and by authority of a resolution of its board of directors and said Lynn D. Croft and William A. Miller acknowledged to me that said corporation executed the same.



Vickie H. Hunter
NOTARY PUBLIC

My Commission Expires:

Residing at: Salt Lake City, Utah

BOOK 5816 PAGE 708