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Book - 8639 Pg - 7059-7076
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ROBERT BARTSCH
2082 HARVARD OAKS CIR
SALT LAKE CITY UTAH 84109
BY: ZJM, DEPUTY - WI 18 P.

8335951

AMENDMENTS TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF HARVARD PARK, A PLANNED UNIT SUBDIVISION
DATED 29 SEPTEMBER 1987

1. Amendments

Replace the following pages of the existing Declaration of Covenants, Conditions and Restrictions of Harvard Park, dated 29 September 1987:

- Page
- Index sheet 1
- 3
- 4
- 5
- 6
- 7
- 9
- 10
- 11
- 12
- 13
- 16
- 18
- 21
- 27

2. Effective Date

This Amendment to the Declaration of Covenants, Conditions and Restrictions shall take effect upon its being filed for record in the Office of the County Recorder of Salt Lake County, Utah.

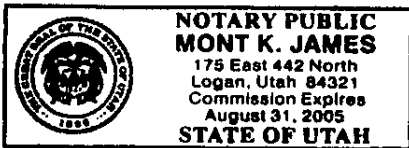
Executed by Robert T. Bartsch on 23 day of Aug, 2002.

ATTEST: [Signature]
ATTEST: [Signature]

HARVARD PARK HOMEOWNERS ASSOCIATION
By Robert T. Bartsch
Its President
and
1
By [Signature]
Its TREASURER

BOOK 8639 PAGE 7059

On this 23 day of AUG, 2002, personally appeared before me Robert J. Bardsley who, being by me duly sworn, did say that he is President of Harvard Park Homeowners Association, a Utah Corporation, and that the foregoing amendments were signed on behalf of said Corporation by authority of an affirmative vote of the majority of the Owners of Harvard Park Homeowners Association, and he duly acknowledged to me that said Corporation executed the same.



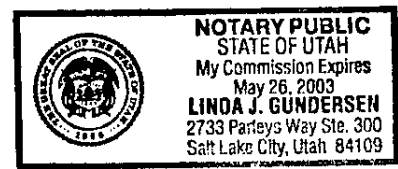
Mont K. James
NOTARY PUBLIC
Residing at: Logan, UT

My Commission Expires:
Aug. 31, 2005

On this 28 day of August, 2002, personally appeared before me William H. Floyd who, being by me duly sworn, did say that he is Treasurer of Harvard Park Homeowners Association, a Utah Corporation, and that the foregoing amendments were signed on behalf of said Corporation by authority of an affirmative vote of the majority of the Owners of Harvard Park Homeowners Association, and he duly acknowledged to me that said Corporation executed the same.

Linda J. Gundersen
NOTARY PUBLIC
Residing at:

My commission expires:
May 26, 2003



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RXLP HARVARD PARK PUD			BLK, LOT-QUAR		OBSOLET
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		L	1	16-10-352-037-0000	NO
		L	2	16-10-352-039-0000	NO
		L	3	16-10-352-041-0000	NO
		L	4	16-10-352-040-0000	NO
		L	5	16-10-352-038-0000	NO
		L	6	16-10-352-036-0000	NO
		L	7	16-10-352-035-0000	NO
		L	8	16-10-352-034-0000	NO
		L	9	16-10-352-033-0000	NO
		L	10	16-10-352-032-0000	NO
		L	AREA	16-10-352-031-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTE

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HARVARD PARK
A PLANNED UNIT DEVELOPMENT SUBDIVISION
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

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12. Mortgage shall mean any first mortgage, first deed of trust or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed or deed of trust; and Mortgagee shall mean any first mortgagee and any trustee or beneficiary of a first trust deed or deed of trust.

13. Owner or Lot Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner may include a mortgagee, or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

14. Plat shall mean and refer to that subdivision plat of "HARVARD PARK, a Planned Unit Development Subdivision", executed and acknowledged by Declarant on September 29, 1987, prepared and certified by Scott F. McNeil, P.E. & S.E. (a duly registered Utah Land Surveyor, holding Registration No. 4099), consisting of one sheet and filed for record in the office of the County Recorder of Salt Lake County, Utah on September 29, 1987. See Exhibit "A", Property Description, page 31.

15. Property shall mean and refer to the entire tract of real property covered by the Plat, a description of which is set forth in Article III of this Declaration.

III. PROPERTY DESCRIPTION

1. Submission. The Property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the following described real property located in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent they are located outside the Lots included within the above-described tract.

RESERVING UNTO Declarant, however, such easements and rights of ingress and egress over, across, through, and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee of Declarant (in a manner which is reasonable and not

inconsistent with the provisions of this Declaration: (i) to construct a Living Unit on each and every Lot and to improve the Common Areas with such facilities (including, but not limited to, roads, walkways, and various landscaped areas) designed for the use and enjoyment of all Members as Declarant may reasonably determine to be appropriate; and (ii) to create and construct such Common Areas as Declarant or as such assignee may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described tract or any improvement thereon is traversed, or partially occupied by a permanent improvement or utility line, a perpetual easement for each improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereto effected shall unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above described tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way of record.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner upon acquiring title to a lot shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such lot ceases for any reason, at which time his membership in the Association with respect to such Lot shall automatically cease and the successor Owner shall become a member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Lot.

To each owner or new owner a copy of the declaration and by-laws and amendments shall be delivered and his or her or their signatures obtained on an acknowledgment of receipt of said documents, and that the provisions thereof will be observed.

2. Multiple Ownership Interests. When more than one person acquires ownership of a Lot; it will be assumed by the Board of Trustees that the person named first as one of the Owners is the member of the Association unless all of the named Owners otherwise agree as to a different one of the Owners. The vote relating to such Lot shall be exercised as the Owners may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

3. Record of Ownership. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance document (or contract) with the secretary of the Association, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgage which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as a "Reimbursement Assessment" in accordance with the provisions of Article VI, Section 5.

V. DUTIES AND POWERS OF THE ASSOCIATION

1. Duties of the Association. Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration; the Association shall have the obligation and duty to do and perform each and every one of the following for the benefit of the Owners and the maintenance and improvement of the property:

a. The Association shall accept all Owners as members of the Association.

b. The Association shall accept title to all Common Areas conveyed to it by Declarant.

c. The Association shall maintain, repair, and replace all landscaping and improvements in the Common Areas, including but not limited to the maintenance of all exterior trees, shrubs, grass, private roads, post lamps and other common area improvements. The Association shall maintain or cause to be maintained the landscaped area including the park strip (area between the back of curb and the property line) to Laird Drive as outlined in the Salt Lake City Board of Adjustment Case No. 319-B and the final landscaping plan approved by the Board. Association shall have no obligation to perform any exterior maintenance and/or repair of any part of a Living Unit, any Limited Common Area appurtenant thereto or any other landscaping installed by an Owner without the Association's express agreement to maintain such landscaping. The Association may also agree from time to time to provide snow removal for all or portions of Limited Common Areas as it shall elect.

As provided in section 9 of Article VIII, each Owner shall have the obligation to provide exterior maintenance of his Living Unit and Limited Common Areas appurtenant thereto, including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping, if any, installed by an Owner or his predecessor in title. Each Owner shall paint, repair, and otherwise maintain the exterior and interior of all patio walls and all landscaping within the patio yard area, and maintain all mechanical devices, including but not limited to, intercoms, and appurtenant electrical, plumbing and heating, ventilating and air conditioning systems.

In the event that the need for maintenance or repair of Common Areas as specified above is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests or invitees of an Owner the Board may cause such repairs to be made by the Association and the cost of such exterior maintenance (and administrative expenses equal to ten (10%) percent of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Article VI, Section 5) to which

such Lot is subject. In the event of the need for maintenance or repair of the exterior of a Living Unit or Limited Common Areas appurtenant thereto, and in the event such maintenance and/or repair is not made after thirty (30) days written notice to the Owner of such Living Unit, the Board may cause such maintenance and repairs to be made by the Association and the cost of such exterior maintenance (and administrative expenses equal to ten percent (10%) of such costs) shall be added to and become part of the Reimbursement Assessment (as set forth in Article VI, Section 5) to which such Lot is subject.

d. To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments levied upon any portion of the common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

e. The Association shall obtain and maintain in force the policies of insurance required by the provisions of this Declaration.

f. The Association may employ a responsible corporation, partnership, firm, person or other entity as the Managing agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by either party, with or without cause and without payment of any termination fee, upon thirty (30) days written notice thereof; and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. A Managing Agent may be an independent contractor or a member of the Board of Trustees.

2. Powers and Authority of the Association. The Association shall have all the powers set forth in its Articles of Incorporation and its Bylaws, together with its general powers as a non-profit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

a. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or other-

moval, snow removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;

iv. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board May deem desirable;

v. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property; and

vi. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary.

c. The Board may delegate by resolution or contract to the Managing Agent any of its powers under this Declaration; provided, however, that the Board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of One Thousand Dollars (\$1,000.00), nor the power to sell, convey, mortgage, or encumber any Common Areas.

3. Association Rules. The Board from time to time and subject to the provisions of this Declaration, may adopt, amend, repeal and enforce rules and regulations governing, among other things: (a) the use of the Common Areas; (b) the use of any roads or utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) the use of Living Units for business or rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. Rules and Regulations adopted by the Board may be enforced in accordance with the provisions of Section 14 of Article VIII.

4. Limitation of Liability. No member of the Board acting in good faith shall be personally liable to any Owner, guest, or any other person for any error or omission of the Association, its representatives and employees, the Board, any committee or the Managing Agent.

VI. ASSESSMENTS

1. Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Lot, be deemed to covenant and agree to pay to the Association the special and Reimbursement Assessments, annual and special assessments and his pro rata share of all taxes levied on the

assets owned by the Association, together with late payment fees, interest and costs of collection including reasonable attorney's fees, if and when applicable. All such amounts shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorneys fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents or the Development including, but not limited to maintaining aesthetic and market values of the Property and Living Units located thereon. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair, and improvements of the Common Areas, establishment and funding of a reserve to cover major repair or replacement of improvements within the Common Areas; maintenance and repair of the exteriors of Living Units; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance and repairs and replacement of those elements of the Common Areas that must be replaced on a periodic basis.

3. Special Assessments. From and after the date set under Section 6 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required addition to or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

4. Quorum Requirements. The quorum at any meeting required for authorizations involving assessments shall be 60 percent of all the owners in the Association.

5. Special Assessment on Specific Lot. In addition to the monthly assessment and any special assessment authorized pursuant to Section 3 above, the Board may levy at any time Special Assessments (a) on every Lot especially benefited by any improvement to adjacent roads, sidewalks, planting areas or other portion of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on every Lot the Owner or occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on every lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 3 of Article IV, Section 2(a) of Article V or other provisions of this Declaration (all or part of the foregoing being sometimes referred to as "Reimbursement Assessments"). The aggregate amount of any such Special Assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to a Special Assessment against the Lots benefited.

6. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence as to all Lots as of the first day of the second month following the date that a sale by Declarant of the Lot concerned is closed. At least fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of the monthly assessments, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned.

7. Uniform Rate of Assessment. All monthly and special assessments authorized shall be fixed at a uniform rate for all Lots.

8. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot and upon the payment of a reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payments of all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

9. Effect of Nonpayment -- Remedies. Any assessment (whether monthly, special or Reimbursement Assessment) not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1-1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Lot, or both. Any judgment obtained by the Association in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

10. Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any First Mortgage to an institutional lender; and the holder of any such First Mortgage or purchaser who comes into possession of a Lot by virtue of the foreclosure of such First Mortgage or the exercise of a power of sale under such First Mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such First Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such First Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any Lot from the lien of any assessment thereafter becoming due.

VII. PROPERTY RIGHTS AND CONVEYANCES

1. Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easements are intended for use in common with others.

2. Form of Conveyancing. Any deed, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners; (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roads, walkways and other facilities planned for dedication to appropriate governmental authorities; and (d) the marketing and sale of Living Units on a Lot or Lots. The reservations contained in this paragraph shall expire seven (7) years after the date on which this Declaration is filed for record in the Office of the County Recorder of Salt Lake County, Utah.

8. Easements for Exterior Landscaping. Declarant reserves for itself and Association easements and rights of ingress and egress over, under, along, across and through each portion of a Lot from the Lot boundary line to the exterior surface of each Living Unit to Lot boundary lines for the purpose of installing, maintaining, replacing and otherwise caring for all landscaping upon such areas and the Common Areas. Such reservation is made for the express purpose of permitting all landscaped areas, including those from the boundaries of Lots to the exterior surfaces of Living Units, to be exclusively maintained and cared for by the Association as a Common Area expense. Each Owner consents to the exclusive maintenance of such areas by the Association by his or her purchase of a Unit.

VIII. USE RESTRICTIONS

1. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Except as provided herein, each Living Unit shall be used only as a single-family residence by the Owner or his immediate family and not sublet or used as rental property. No gainful occupation, profession, trade or other non-residential use shall be conducted on any Lot or Living Unit, without the prior written consent of the Board. In considering any request for use of a Living Unit for other purposes (in addition to use as a single-family residence), the Board may take into consideration in granting or denying such approval, the additional use intended for such Living Unit whether or not employees other than owner will be working at the Living Unit, whether or not customers or clients will be frequenting the Living Unit, and such other items as the Board shall deem appropriate. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, in a way which would result in an increase in the cost of any insurance covering the Common Areas, or adjoining Living Units, or in a way which would result in an increase in potential liabilities to the Association or other Owners.

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e. Such other uses as shall be determined from time to time by the Board for the benefit of members of the Association, following consultation with the Architectural Control Committee.

7. Insurance. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be cancelled or suspended, or cause any company issuing such insurance to refuse renewal thereof. Each Owner shall be responsible for securing insurance presently known as homeowners special form coverage (Form 3, or better), unless the Association elects to obtain homeowners special form coverage insurance for all Owners of Lots. Each homeowner's coverage shall specifically include an endorsement covering activities upon and risks associated with the Limited Common Areas without any requirement for contribution by the Association or its insurance carriers.

8. Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated or maintained in or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a Living Unit or appurtenant structures.

9. Maintenance and Repair. No building or structure upon any Lot shall be permitted to fall into disrepair and, subject to the requirements herein as to approval by the Architectural Control Committee, each such building or structure at all times shall be kept in good condition and adequately painted or otherwise finished. In explanation of the foregoing and not in limitation thereof, each Owner shall provide exterior maintenance to his Living Unit and all Limited Common Areas appurtenant thereto, including but not limited to painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, and landscaping, if any, installed by Owner and his predecessor in title. Failure to perform such maintenance and repair may result in a Reimbursement Assessment in accordance with the provisions of Section 1c of Article V and Section 5 of Article VI. No Owner shall modify any existing structure upon any Lot or Limited Common Area appurtenant thereto, without satisfaction of the conditions set forth in Article IX.

10. Nuisances. No rubbish or debris of any kind shall be placed or permitted by an Owner upon or adjacent to any Lot, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Lot Owners of the Development. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of occupants of other Living Units or Lots. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or on the exterior of Living Units.

5. Construction. Once begun, any improvements, construction, landscaping, or alterations approved by the Committee shall be diligently prosecuted to completion. If reasonably necessary to enable such improvement, construction, landscaping, or alteration, the person or persons carrying out the same shall be entitled to temporarily use and occupy unimproved portions of the Common Areas and of the Lots in the vicinity of the activity. In the event of non-compliance with the provisions of this Section, the Board may determine in accordance with the provisions of Section 1c of Article V and Section 5 of Article VI, to cause such item to be completed and the cost of the same shall become a Reimbursement Assessment upon such Lot.

6. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article IX.

7. Exception for Declarant. The foregoing provisions of this Article IX shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas and which occurs at any time during the ten (10) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

8. Declarant's Obligation. Declarant hereby covenants in favor of each Owner that all Living Units erected by it and all improvements of the Common Areas accomplished by it in the Development (i) shall be architecturally compatible with respect to one another; and (ii) that on or before seven (7) years from the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah there shall be substantially completed and usable all Common Areas of the Development, all approximately in the locations shown on the Plat.

9. Governmental Approval. Owners, the Board of Trustees and the Committee acknowledge that Harvard Park Planned Unit Development Subdivision obtained approval for the Development from the Salt Lake City Board of Adjustment, Case No. 319-B and any modifications to the approved Plan are subject to the review and approval of the Board of Adjustment.

X. INSURANCE

1. Hazard Insurance. The Board shall procure and maintain from a company or companies holding a financial rating of Class VI or better from Best's Key Rating Guide, a policy or policies of hazard insurance in an amount or amounts equal to or exceeding the full replacement value (exclusive of the value of land, foundations, excavation and other items normally excluded from coverage) of the common property owned by the Association (including

receipt requested, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Any notice required or permitted to be given to the Architectural Control Committee (exclusive of submissions provided in Section IX which submissions may be delivered to a Member of the Committee) may be given by delivering or mailing the same to the Managing Agent or any member of the Architectural Control Committee, or the Board, as the case may be.

2. Amendment. Except as provided below or in Article XII, this Declaration may be amended by:

a. the affirmative vote of a majority of the Owners; and

b. the written consent of Declarant, if such amendment is adopted at any time when Declarant holds membership in the Association; and

c. the filing of an instrument for record in the office of the County recorder of Salt Lake County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners and, if required, has the written consent of Declarant.

3. Consent in Lieu of Vote. In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage or number of the Owners, whether present or represented by proxy at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage or number of all membership votes outstanding in connection with the membership concerned. The following additional provisions shall govern any application of this Section 3:

a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by the Owner.

b. The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

c. Except as provided in the following sentence, any change in ownership of a Lot which occurs after a consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.