

10790927



# BARRINGTON PARK

---

10790927

09/03/2009 09:56 AM \$387.00

Book - 9760 Pg - 5605-5655

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

BARRINGTON PARK HOA

ATTN BRUCE BOLLINGER

1245 DARBY CASTLE WY

TAYLORSVILLE UT 84123

BY: ZJM, DEPUTY - WI 51 P.

## COVENANTS, CONVEYANCES & RESTRICTIONS

**REVISED  
AUGUST, 2009**

**COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BARRINGTON PARK**

**Table of Contents**

	<b>Page #</b>
Recital.....	2
Article I, Definitions.....	4
Article II, Development in Phases.....	8
Article III, Property Rights & Rights of Enjoyment.....	8
Article IV, Residence & Use Restrictions.....	10
Article V, The Association.....	17
Article VI, Covenant for Maintenance Assessment.....	22
Article VII, Enforcement of Assessments: Liens.....	28
Article VIII, Inspection of Association Books & Records.....	29
Article IX, Architectural Control Committee.....	29
Article X, Appeals Committee.....	31
Article XI, Maintenance & Repairs.....	31
Article XII, Damage & Destruction.....	34
Article XIII, Condemnation.....	39
Article XIV, Party Walls.....	41
Article XV, Duration & Amendment.....	42
Article XVI, Miscellaneous.....	43
Exhibit A.....	46
Exhibit B.....	47

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

THIS AMENDED and RESTATED DECLARATION is made on the 28th day of August, 2009 by Barrington Park Homeowner's Association, a Utah non-profit corporation (hereinafter sometimes referred to as "BPHOA" and as "Association"), for itself and on behalf of the individual homeowners of Barrington Park, hereinafter collectively referred to as "**Declarants**".

**RECITALS**

1. **Declarants** are the owners of the real property, hereinafter referred to as the "Property," located in Salt Lake County, Utah, more particularly described on Exhibit "A" hereto.
2. **Declarants** and their predecessors in interest have previously filed of record in the Office of the Salt Lake County Recorder a Declaration of Covenant, Conditions, and Restrictions of Barrington Park recorded in Book 4634 at Page 977 on or about March 1978 (the "Original Declaration").
3. The Original Declaration was amended by a written instrument recorded on or about April 1983 in the office of the County Recorder of Salt Lake County, Utah in Book 4642, at Page 718 of the Official Records.
4. The Original Declaration was again amended on or about September 1984 by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah in Book 4881, at Page 167 of the Official Records.
5. The Original Declaration was again amended by a written instrument recorded in the office of the County Recorder of Salt Lake County, Utah on the 24th day of April, 1990 as Entry No. 4908469, in Book 6215, at Page 123 of the Official Records.
6. The following Plat Maps have been recorded in the Office of the County Recorder of Salt Lake County, Utah from time to time:

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

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

**8. Declarants** desire, pursuant to the provision of Article XV of the Declaration, as amended, to further amend said Declaration pursuant to a resolution of the Association adopted by sixty-five percent (65%) of the members of the Association: If the Declarations are not voted on by at least 65% of the Homeowners on the 1<sup>st</sup> vote, the percentage will decrease to 55% and another vote taken within 30 Days. If the percentage of 55% is not voted on by at least 55% of the Homeowners on the 2<sup>nd</sup> vote, then the percentage will decrease to 45% and another vote will be taken within 30 Days. This Amended and Restated Declaration shall be substituted totally for any earlier Declaration and Amendments, and shall become effective and binding upon recordation in the Office of the County Recorder of Salt Lake County, Utah.

#### **DECLARATION**

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

## ARTICLE I

### DEFINITIONS

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

1. “**Additional Charges**” shall mean cumulatively all collection and administrative costs, including but not limited to all attorney’s fees, late charges, service fees, filing and recordation fees, accruing interest, fines, and expenditures actually incurred or assessed by the Association.
2. “**Articles**” shall mean the Articles of Incorporation and refer to Barrington Park Homeowner’s Association, a Utah non-profit organization, its successors and assigns.
3. “**Alteration or Modification**” shall mean any alteration or decoration of the Lots, the Common Areas, or the exteriors of the buildings thereon, including flags, seasonal or holiday decorations, painting, or other alteration that affects the appearance and aesthetics of the Property.
4. “**Assessment**” shall mean the annual Assessment and any Special Assessment amount assessed each Lot Owner to pay for the common expenses incurred in the operation, management, maintenance, repair, replacement, control and regulation of Barrington Park.
5. “**Association**” shall mean the Barrington Park Homeowner’s Association (BPHOA), a Utah Non-Profit Corporation
6. “**Board**” shall mean the Board of Directors of the Association.
7. “**Building**” shall mean any of the structures constructed in Barrington Park.
8. “**Business and Trade**” shall be defined as to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required therefore.
9. “**Bylaws**” shall mean the Bylaws of the Association; as such Bylaws may be amended from time to time.
10. “**Capital Improvement**” shall mean and refer to a permanent addition to or the betterment of real property that enhances its capital value and improves the expenditure of labor or money and is designed to make the property more attractive or useful or valuable as distinguished from ordinary repairs.
11. “**Common Area**” shall mean all real property in Barrington Park in which the Association owns an interest for the common use and benefit of its Members, their successors, assignees, tenants, families, guests and invitees, including but not limited to the following items:
  - a. The real property and interests in real property submitted hereby, including all improvements constructed thereon, excluding the individual lots.
  - b. All Common Areas and Facilities designated as such in the Plat Map or Maps.

- c. All utility installations and all equipment connected with or in any way related to the furnishing of utilities to Barrington Park and intended for the common use of all Lot Owners, such as telephone, electricity, gas, water, and sewer;
- d. Barrington Park's outdoor grounds, landscaping, street lighting, perimeter and preservation fences, sidewalks, parking spaces and roadways;
- e. All portions of Barrington Park not specifically included within the individual lots; and
- f. All other parts of Barrington Park normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members.
12. **"Common Expense"** shall mean the actual and estimated expenses of operating, managing, maintaining, repairing, replacing, controlling and regulating Barrington Park or any portion thereof, including any reasonable reserve.
13. **"Community"** shall mean Barrington Park.
14. **"Community Wide Standard"** shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community as determined by the Board of Directors, the CC&R's, the By-laws, and Director rules as may be modified from time to time.
15. **"Declaration/CC&R'S"** shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions, (CC&R'S) of Barrington Park, a Planned Unit Development
16. **"Declarants"** shall mean and refer collectively to **Barrington Park Homeowners Association**, and each owner of an individual Lot within Barrington Park.
17. **"Documents"** shall mean CC&R's, Bylaws or Director Rules and Articles of Incorporation.
18. **"Dwelling Unit, Single Family Home, or Unit"** shall mean the single-family home or residential structure constructed upon a Lot.
19. **"Eligible Insure"** shall mean an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
20. **"Eligible Mortgagee"** shall mean a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
21. **"Eligible Votes"** shall mean those votes available by Association Members in good standing to be cast on any issue before the Association or the Board of Directors. A vote, which is for any reason including late pay as in fees or fines suspended, is not an "eligible vote".

22. **“Family”** shall mean one of the following: (1) a single person living alone; (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, such as a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent or great-grandchild who live together, cook together and maintain a common household and single housekeeping unit, but NOT as a Boarding or Rooming house. For purposes of subsection (2), “family” may also consist of cohabiting, unmarried couples and persons related to one or both members of such cohabiting couple; “family” may also include persons hired as a caretaker or domestic help, foster children, and foreign exchange students visiting for one or more terms of high school.
23. **“Guest”** shall mean a temporary visitor, invitee or person whose presence within Barrington Park is approved by or is at the request of a particular resident.
24. **“Improvement”** shall mean all existing physical structures and appurtenances to the Property of every kind and type, including but not limited to all buildings, dwelling units, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, walkways, driveways, parking areas, fences, walls, stairs, landscaping, trees, shrubs, bushes and green space.
25. **“Land”** shall mean and refer to all of the real property subject to this Declaration.
26. **“Limited Common Area”** shall mean and refer to that portion of the common area, which is reserved for the exclusive use of the owners of adjacent lots, which areas are designated on the recorded Plat Maps by single cross-hatching and by numbering which identifies the particular Lot to which each Limited Common Area is attached to.
27. **“Lot”** shall mean and refer to any plot of land shown upon the recorded Plat Map of the Property which is enclosed, numbered and specifically described, but which is not designated by cross-hatching. Where appropriate the term “Lot” shall also include reference to any and all improvements constructed thereon.
28. **“Lot Number”** shall mean the number or letter, or combination thereof, used to identify a Lot.
29. **“Lot Owner”** shall mean an Owner.
30. **“Majority”** shall mean those eligible votes of homeowners totaling more than fifty (50%) percent of the total eligible number of votes.
31. **“Manager”** shall mean the person or entity appointed or hired to manage and operate Barrington Park.
32. **“Map”** shall mean the Plat Map on file in the office of the County Recorder of Salt Lake County.
33. **“Member”** shall mean and refer to every person or entity that owns any lot.
34. **“Mortgage”** shall mean exclusively either a first mortgage or first deed of trust on any Lot; shall not mean an executory contract of sale.
35. **“Mortgage”** shall mean exclusively either a first mortgage or a beneficiary under a first deed of trust on any Lot; shall not mean the seller under an executory contract of sale.

36. **“Notice and Hearing”** shall mean the due process provided to Owners and Residents.
37. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.
38. **“Permanent Resident”** shall mean anyone who resides in Barrington Park for more than four consecutive weeks or for more than eight (8) weeks in any calendar year.
39. **“Person”** shall mean a natural person, corporation, partnership, trust, Limited Liability Company or other legal entity.
40. **“Private Streets”** shall mean and refer to all those portions of the Common Area, except Limited Common Area, providing vehicular access to and from the Lots.
41. **“Plat”** or **“Plat Map”** shall refer to the official Plat Map or Maps, as may be amended, of Barrington Park which have been recorded and which are more particularly described in the recitals to this Amended Declaration.
42. **“Project”** shall mean BARRINGTON PARK, a Planned Unit Development.
43. **“Property”** shall mean all of the real estate and property identified and described in Exhibit “A” hereto, including all structures and other improvements located or constructed thereon.
44. **“Recreational Commercial and Oversized Vehicles”** shall mean any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational, oversized or commercial transportation device of any kind.
45. **“Resident”** shall mean any Lot Owner, any member of a Lot Owner’s family, and any tenant of a Lot Owner who resides in a Unit under a lease agreement.
46. **“Reserve Fund”** shall mean and refer to the money held in reserve and designated for Capital Improvement.
47. **“Director Rules”** shall mean such Administrative or house rules and regulations as the Board of Directors may adopt from time to time.
48. **“Planned Unit Development”** Barrington Park is a Planned Unit Development and not a condominium. A planned unit development (PUD) is also referred to as a planned community or a cluster development. It is a subdivision containing individual lots with common areas controlled by a homeowners’ association. The purchaser buys the lot and the home, making them the owner of all but the common area which is designated on the Plat map filed with the county.

## ARTICLE II



## DEVELOPMENT IN PHASES

These declarations are made with reference to the entire Property, which has been developed in phases by successor's interest to decelerate as more particularly described in the recitals hereto.

### ARTICLE III PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT

1. **Members' Easements Enjoyment.** Every member of the Association shall have a right of quiet enjoyment to their respective lot and a right and non-exclusive easement of enjoyment in and to the Common Area and a non-exclusive easement for ingress, egress and support over and through the private streets. Each such easement shall be appurtenant to and pass with the title to every lot, subject to the following restrictions:
  - a. The duty of the Association through the Board of Directors to limit the number of guests invited by any member to the Common Area and to adopt Director rules regulating the use and enjoyment of the Common Area.
  - b. The duty of the Board of Directors to charge reasonable admission and other fees for the use of the Common Area or any recreational facility situated on the Common Area
  - c. The duty of the Board of Directors to enforce, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area or recreational areas therein, and to mortgage the Common Area. It shall require the consent of sixty-five percent (65%) of the members to borrow money to improve Common Area and the consent of sixty-five percent (65%) of the members to mortgage the Common Area. The rights of any such mortgagee shall be subordinate to the rights of the members.
  - d. The duty of the Board of Directors to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been approved by sixty-five percent (65%) of the membership.
  - e. The duty of the Board of Directors to lease open common area parking spaces to Residents and charge a fee of \$25.00 per month.
2. **Delegation of Use.** Any Lot Owner may delegate his rights of enjoyment to the Common Area and the private streets to the members of his family or tenants who reside thereon under a leasehold or rental interest therein, and to his guests. The use shall be subject to and in accordance with the CC&R's. No Owner may both delegate the right to use and use the Common Area and Facilities. However, notice shall be given to the Property Manager in writing of the name of such person and of the relationship of the member to such person. The rights and privileges of any such person to use the Common Area may be suspended in the same manner as the members of the Board of Directors, as more fully provided in this Declaration.

- 3. Parking Rights.** The use of the undesignated parking spaces located in the Common Area, exclusive of the Limited Common Area, shall be subject to and governed by the Association rules, as the same are in effect from time to time, and shall be assigned by the Board of Directors on the basis of need.
- 4. Easements of Encroachment:** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement or settling or shifting of the improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. The encroachments, however, shall be no greater than one (1) foot and shall not interfere with the use of any improvements on the Lots in questions. Said easements of encroachment shall be valid so long as an encroachment exists, and the rights and obligations of owners shall not be altered in any way by said encroachments settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful act or acts of said owner or owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments, so long as they shall exist.
- 5. Drainage and Utility Easement** Notwithstanding anything expressly or implied contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarants for the installation and maintenance of utilities and drainage facilities. Declarants may grant no easement on, upon, in, or under any lot. The Board of Directors on behalf of the Association shall manage and maintain all ponds, streams and drainage systems in and upon the property for flood control purposes and shall be entitled to enter into reasonable agreements with Taylorsville City and/or Taylorsville/Bennion Improvement District The Board of Directors on behalf of the Association agrees to use and maintain the ponds and drainage systems in and upon the Property in connection with flood control programs in Salt Lake County and to make provisions for the disposition of water in such ponds, streams and drainage systems.

**ARTICLE IV**  
**RESIDENCE AND USE RESTRICTIONS**

1. **Single Family Use.** Each Lot shall be used for single-family residential purposes only.
2. **Density Restrictions.** There shall not be constructed or maintained on any lot more than one (1) residence. More than one (1) single family may not occupy a residence.
3. **Offensive Conduct: Nuisances.** No noxious, illegal or offensive activities shall be permitted anywhere on the Property; nor shall anything be done on the Property which is or may be or become an annoyance, disturbance, or a nuisance to the Residents of Barrington Park. For purposes of this Section, the term "nuisance" includes but is not limited to the following:
  - a. The development of any unclean, unhealthy, unsightly, unkempt or illegal condition on, in or about a Lot or the Common Areas,
  - b. The storage or use of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses,
  - c. The storage of any substance thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, that will cause any undo noise, or the creation of any other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at Barrington Park;
  - d. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas,
  - e. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other Residents, their guests or invitees, particularly if the police or sheriff must be called to restore order,
  - f. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Residents, their guests or invitees,
  - g. Too much noise and/or loud music about any Lot or the Common Area.
  - h. Too much traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 am.
  - i. **Loitering.** There will be no loitering allowed in the Common Area.
4. **Parking Restrictions: Use of Garages/Carports.**-The driving, parking, standing and storing of motor vehicles in, on or about Barrington Park shall be subject to the following:
  - a. The parking rules, regulations adopted by the Board of Directors from time to time,

- b. Except for emergency vehicles and for purposes of loading or unloading passengers or supplies, no recreational ("RV"), commercial or oversized vehicle parking is allowed in Barrington Park, except as outlined in Item 12.
- c. No overnight parking on the street is allowed in Barrington Park,
- d. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any lot, building or parking space, or so as to create an obstacle or potentially dangerous condition,
- e. Residents may only park their motor vehicles within their garages, carports and driveways; all sporting equipment must be garaged or otherwise stored in the evening, or when not in use.
- f. No resident shall restore any vehicle of any kind in, on or about any open area or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper facility.
- g. No garage may be altered in such a manner that the number of motor vehicles, which may reasonably be parked therein after the alteration, is less than the number of motor vehicles that could have been reasonably parked in the garage as, originally designed and constructed.
- h. All parking areas shall be used solely for the parking of currently registered vehicles and not the storage of vehicles.
- i. Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the owner's sole expense.

**5. Signs and Posters.** No signs, posters, or display shall be shown or displayed from any Lot so as to be visible from the street, excepting one (1) sign of customary design and dimensions which states that the premises are for rent or for sale. Upon written consent of the Board of Directors, the owner of any Lot may maintain one additional "for sale" sign on a Common Area oriented to the nearest public/city street. The Association shall maintain all addresses, directional signs, identification signs and mailboxes.

**6. Installation and Maintenance of Wiring, Insulation, Air Conditioners or Windows and Doors:** No wiring, insulation, air conditioning unit, swamp cooler shall be constructed, erected or maintained on or allowed to protrude through the exterior of any building or on any part of the Common Area, including the roof unless installed during the original construction of Barrington Park. Before any Broadband/Dish provider installs equipment and/or cables, such provider **MUST** obtain written approval from the Board of Directors and Maintenance Manager. Each Owner shall bear full responsibility for the cost of maintaining his air conditioning unit, windows, and doors front and back. Exceptions of this paragraph may be only obtained by written permission by two-thirds (2/3) of the Board of Directors who shall convene and act within thirty (30) days on any appeal of this section filed with the Board of Directors by an Owner. Any alterations done to the outside of the structure will need to be approved by the Architectural Committee. These include, but are not limited to: windows, doors, awnings, patio enclosures, light fixtures, garage doors, electrical boxes, electrical outlets, window well covers and screens.

Once approved and installed these will become the full responsibility of the homeowner.

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

8. **Satellite Dish.** Up to two satellites dishes having a diameter of not more than 18" installed adjacent to any residence and integrated with the structure and surrounding landscape shall be permitted, but only upon approval from the Board of Directors. Any other dislocation and screening shall be reasonably determined by the Board of Directors so as not to impair reception and to ensure that the satellite dish is not visible, insofar as that is reasonably possible from the street. Satellite Dish will be attached to or mounted on the wall of the dwelling so as to extend no higher than the eaves of the dwelling at a point directly above the position where attached or mounted to the wall. The Dish must **NOT** be placed anywhere on the roof. The maintenance manager of Barrington Park must approve the placement of any satellite dish prior to installation.

Notwithstanding the foregoing should an Owner determine that a Permitted Device cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the device in the least conspicuous alternative location on the Unit where an acceptable quality signal can be obtained. The Board of Directors may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, (**See Director Rules**).

9. **Fences, Etc.** No fences, awnings, ornamental screens, exterior sunshades, or walls shall be erected or maintained around any portion of any building except such as were installed as part of the original construction of Barrington Park, unless prior to the erections of said articles, written approval is received from the Board of Directors.

10. **Pets.** No pets, animals, livestock or poultry of any kind shall be bred in, on or about Barrington Park. : Homeowners will be allowed to have 2 pets either a dog or a cat that does not exceed a total of 75 lbs combined weight. The reasoning behind the 75 lb limit is that many home owners already have animals exceeding the 45 lb limit. Aggressive dogs such as a Pit Bull, Rotweiler, or Doberman or any other aggressive dog shall not be allowed on the grounds of Barrington Park. Compliance in this area will be enforced.

Pets may not create a nuisance. The following acts of a pet, including any dog/cat, may constitute a nuisance:

- (a) if it causes damage to the common area of Barrington Park;
- (b) if it causes unreasonable fouling of the air by odors
- (c) if it causes unsanitary conditions;
- (d) If it defecates on any common area, and the feces are not immediately cleaned up by the responsible party.
- (e) if it barks, whines, howls or meows, or makes other disturbing noises in an excessive, continuous or untimely fashion;
- (f) if it molests or harasses passersby by lunging at them or chasing passing vehicles
- (g) if it attacks people or other domestic animals;

- (h) if it otherwise acts so as to bother, annoy or disturb other reasonable occupants or interferes with their right to the peaceful and quiet enjoyment of Barrington Park.

While in the Common Area, all pets (dogs/cats etc.) **MUST BE ON A LEASH AT ALL TIMES** and under control of a responsible person. **When the pet is in the company of their owner and off the leash, this is against the rules.** **Pets they must be kept on a leash at all times.** Pets are not allowed to roam in Barrington Park. While walking a pet, it shall be on a leash at all times when outside a unit. When a pet defecates on any portion of the Common Area the Owner of such pet shall immediately remove feces left upon the Common area by his pet. If an Owner or Resident fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use of or travel upon the Common Area

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

- (a) The City of Taylorsville requires a letter of approval from Barrington Park in order to acquire a business license.
- (b) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence;
- (c) The business activity conforms to all zoning requirements for Barrington Park;
- (e) The business activity does not involve persons coming onto Barrington Park who do not reside in Barrington Park or door-to-door solicitation of residents of Barrington Park; and
- (f) The business activity is consistent with the residential character of Barrington Park and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Barrington Park, as May be determined by the sole discretion of the Board of Directors.

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

**12. Restricted Use of Recreation Vehicles, Etc.** No boat, truck, trailer camper, recreational vehicle or tent shall be used as a living area while located on Barrington Park Property. Trucks, trailers and recreational vehicles may be parked adjacent to a lot for purposes of loading and/or unloading for a period of 48 hours. Such a vehicle may only be kept adjacent to a lot for a period longer than 48 hours with the specific written permission of the Board of Directors.

**13. Garbage Disposal.** Trash, garbage or other waste shall be kept only in sanitary containers as recommend or provided by the Barrington Park Homeowners Association. The containers will be stored as outlined in the **Director Rules**. No owner of a Lot shall permit or cause any trash or refuse to be disposed of on any portion of the community.

**14. Exterior Alterations.** Without the prior written consent of the Board of Directors no owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated on the property, including any part of a Lot or the Common Area. Any alterations done to the outside of the structure will need to be approved by the Architectural Committee. These include, but are not limited to: windows, doors, awnings, patio enclosures, light fixtures, garage doors, electrical boxes, electrical outlets, window well covers and screens. Once approved and installed these will become the full responsibility of the homeowner.

- 15. Compliance with Laws, Etc.** Without the prior written consent of the Board of Directors nothing shall be done or kept on a Lot or on the Common Area, which might increase the rate of insurance on Barrington Park. No owner shall permit anything to be done or kept on his Lot, or in the Common Area which might result in the cancellation of the insurance on Barrington Park or which would be in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body. If, by reason of the occupancy or uses of such premises by the owner, the rate of insurance for the premises shall be increased, said owner shall become liable for the additional insurance premiums.
- 16. Indemnification.** Each Owner and Resident shall be liable to the remaining Owners for any damage to the Common Area, which may be sustained by reason of the negligence of said Owner, or Resident, or his family, guests or invitees, to the extent that any such damage may not be covered by insurance.
- 17. Owners Obligation for Taxes.** Each Owner shall be obligated to pay any real and personal property taxes assessed against his respective Lot and/or improvements thereon and all utility charges relating to said Lot. Each Lot and its percentage of undivided interest in the common areas and facilities shall be considered to be a parcel, and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law, including ad valorem levies and special assessments. Neither building/buildings the property, nor any of the common areas and facilities may be considered a parcel.
- 18. Unsanitary Work, Hobbies or Unkempt Condition.** The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of Barrington Park.
- 19. Subdivision of a Lot.** No Lot shall be subdivided or partitioned.
- 20. Firearms, Incendiary Devices and Graffiti.** The use of firearms and incendiary devices, or the painting or graffiti, within Barrington Park is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.
- 21. Temporary Structures** No Owner or resident shall place upon any part of Barrington Park any temporary structures including but not limited to tents, trailers, or sheds, without the prior written consent of the Board of Directors.
- 22. Trees, Shrubs and Bushes: Maintenance of Proper Sight Distance at Intersections.** All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or resident in, on or about the Common Areas without the prior written consent of the Board of Directors. The Board of Directors may alter or remove any objects planted or placed in violation of this subsection.
- 23. Energy Conservation Equipment.** No solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed on Barrington Park without the prior written consent of the Board of Directors.

**24. Renters/Lessees.** With the approval of these CC&R's owners will no longer be able to rent or lease their units, except as outlined below:

- a. If owner is transferred or is required to live elsewhere for a period not to exceed 30 months, and plans to return to Barrington Park.
- b. If owner has a family responsibility that calls them away for a period of not more than 30 months.
- c. All tenants must have a full background check.
- d. All the above must be approved by the Board of Directors.
- e. All units that are now rented may remain as rentals until such time as they are vacated by the current tenant. Once they are vacated they may no longer be rental property. There is an exception to this rule in that if the owner is going to be away for a period of not more than 2 years for the military or other commitments, the property may be rented as long as it is taken care of. The owner must have board approval before renting the property. This may be obtained by sending a letter to the board with the owner's intentions and the names of the renters who are going to occupy the home for this period of time. No other properties are to be sold as rental property as of the revised declarations of the CC&R's.
- f. All owners are responsible for any damage done to the common area or on the outside of the premises and must pay all charges incurred in restoring the property to its original shape. Property owners will be billed separately as these charges are not part of the original assessment fees.
- g. No unit will be sold as rental property under any circumstances.

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

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

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

**26.** The HOA will be responsible for landscaping and caretaking unless a homeowner chooses to care for their own landscaping. If the homeowner



decides to care for their own garden and landscaping, they must first have approval from the Grounds Committee of their landscaping plan and notify the business office that they will be caring for their own garden/yard. Upon approval the homeowner will then be responsible for the care of their gardens and flower beds. This will include keeping weeds and other debris out of the area as well as under the raised decks. Failure to keep these areas clean will result in a warning and/or possible fines.

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

**ARTICLE V  
THE ASSOCIATION**

- 1. Formation.** The Association has been incorporated under the name of Barrington Park Homeowner's Association as a non-profit corporation under the laws of the State of Utah and has been charged with the duties and invested with the powers prescribed by law and set forth in the CC&R's. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any inconsistency, the provisions of this declaration shall control.
- 2. Membership:**

  - a. Qualifications.** Each recorded owner of a Lot shall be a member of the association. Ownership of a Lot shall be the sole qualification for membership in the association. Each owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. The foregoing is not intended to include as members, persons or entities that hold an interest merely as security for performance of an obligation.
  - b. Members Rights and Duties.** Each member shall have the rights, duties and obligations set forth in the CC& R's, the Board of Director rules, as any of the same as may from time to time be amended.
  - c. Transfer of Membership.** The Association membership of each Owner shall be appurtenant to the Lot giving rights to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon a transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.
- 3. Voting.**

  - a. Number of Votes.** Each Owner shall be entitled to one (1) vote for each lot owned. When more than one (1) person is the Owner of a single Lot, all such persons shall be members. However, the vote for such Lot shall be exercised as the joint owners determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.
  - b. Joint Owner Votes.** The vote for each such Lot must be cast as a unit and fractional votes shall not be allowed. In the event that the joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose the right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one (1) vote is cast with respect to a particular Lot, none of said votes shall be counted and said votes shall be deemed void.
  - c. Voting Director.** Voting shall be under the direction of the Secretary of the Board of Directors and the Election Committee as outlined in the By-Laws.
  - d. Proxy and Absentee Ballots.** Proxy and absentee ballots will be made available for all elections as directed by the Secretary of the Board of Directors and the Election Committee. Since homeowners are allowed only one vote per unit they own, a proxy ballot could be issued to the spouse of

homeowner to vote in their place. A proxy ballot remains in force until the owner who issues it either rescinds the proxy or sells the property. Proxy ballots must be kept on file. An absentee ballot would be issued for a homeowner to cast his/her vote in the event that they will not be in attendance for the voting meeting. An absentee ballot will be issued when the voter can not be at a voting meeting.

**4. Board of Directors and Officers.** The affairs of the Association shall be conducted by the Board of Directors, as elected by the Homeowners, and such other chairmen as the Board of Directors may appoint, in accordance with this Declaration the Articles and the Bylaws, as the same may be amended from time to time. Any Homeowner in good standing living in the boundaries of Barrington Park shall have the right to become a member of the Board of Directors. If you vacate your residency in Barrington Park you give up your rights to be on the Board of Directors, as entitlement and acceptance of what is happening in the park cannot be observed by others not residing in the park. Any board member who has missed three meetings during one year will be asked to vacate their duties and another will be approved in their place.

**5. Powers and Duties of the Association and or Board of Directors**

**a. Powers.** The Association shall have all the powers of a non-profit corporation organized under the general non-profit laws of the State of Utah, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration and the Articles and the Bylaws. It shall have the power to do any and all lawful things, which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of Barrington Park, including without limitation:

**(1) Assessments.** The Association shall have the power to levy assessments on the owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

**(2) Right of Enforcement.** (a) The Association shall have the power and authority from time to time in its own behalf or in behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or Bylaws, including the Trustee rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof. In addition to the foregoing remedies, the Board of Directors on behalf of the Association shall have the right to suspend the voting privileges, suspend the use privileges of the recreational areas, issue citations, or assess fines against any owner by reason of any violation by an Owner or Resident, members of their family, invitees or guests, of the community documents, provided however, that:

**(b)** Each suspended or fined Owner shall have the right to appeal the action of the Board of Directors by filing with the Board of Directors written notice of his intention to appeal. The appeal shall be to the Appeals Committee, consisting of two (2) members of the Board of Directors and three (3) other members, i.e. homeowners of Barrington Park, all of who shall be appointed by the Board of Directors. The action by the Board of Directors imposing the fine or suspension shall thereupon become ineffective until the suspension and/or fine shall thereafter be upheld by a majority of the Appeals Committee. The

Owner to be fined or suspended shall have the right to appeal any decision of the Board of Directors, and to be heard.

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

**(3) Delegation of Powers.** The Board of Directors has the authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, subject to the power and obligation of the Board of Directors to supervise and regulate the activities of the manager.

**(4) Director Rules.** The power to adopt amend and repeal by majority vote of the Board of Directors such rules and regulations as the Directors deem reasonable (the "Directors rules"). The Directors rules shall, in addition to the provisions of the other CC&R's, govern the use of the Common Area, including but not limited to, the recreational facilities and the private streets, by the owners, the families of the owners, or by an invitee, licensee, lessee, renter, or contract purchaser of an owner, provided, however, that the Trustee rules may not discriminate among Owners and shall not be inconsistent with the CC&R's. A copy of the Director rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and a copy shall be posted in a conspicuous place within the Common Area. In the event of any conflict between any such Director rules and any CC&R's the provisions of the CC&R's shall control.

**(5) Fines.** Fines shall not exceed One Hundred Fifty Dollars (\$150.00) for any one violation, over and above the cost of any repairs or replacements, pertaining to the violation.

**(6) Emergency Powers.** The Board of Directors on behalf of the Association or any person authorized by the Board may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and the Association shall repair any damage caused thereby. If entry is made without notice, the Board of Directors or its representative shall leave a signed written notice of the date, time and purpose of the entry.

**(7) Licenses, Easements. And Rights-of-Way.** The Board of Directors on behalf of the Association has the power to grant and convey to any third party such licenses, easements, and rights-of-way, in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area and for the preservation of the health, safety, convenience and welfare of the owners, for the purpose of constructing, erecting, operating or maintaining:

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

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

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

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

**(8) Conveyance or Encumbrance of the Common Area.** The power, upon written approval of sixty-five percent (65%) of the members of the Association, to grant, convey, hypothecate, encumber, mortgage, abandon, partition, subdivide, or transfer the Common Area, provided, however, that the Association must obtain the prior approval of all holders of first mortgages of record on Lots within the property. Any transfer of the Common Area shall be to a non-profit or public entity which will function in the same role as the Association functions hereunder in preserving and maintaining the Common Area.

(a) The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this Subparagraph (7).

**(9) Duties of the Association.** In addition to powers delegated to it by Utah law and its Articles, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

(a) **Operation and Maintenance of Common Area.** Operate, maintain and otherwise manage or provide for the operation, maintenance and otherwise manage or provide for the operation, maintenance and management of the Common Area and all facilities, improvements and landscaping thereon, including ponds, streams and drainage systems and all other property acquired by the Association. Maintenance of the ponds, streams and drainage systems shall include without limitation reduction of algae, structural integrity of banks, removal of paper, debris, filth and refuse and maintenance of pumps, circulation and drainage facilities. In this connection, the Board of Directors may enter into contracts for services or materials for benefit of the Association or Common area provided, however, that the term of any such service contract shall not exceed one (1) year unless approved by the vote or written consent of a majority of the members of the Association. Notwithstanding the preceding sentence, the Board shall be entitled to enter into the following contracts for terms of longer than one (1) year without said voter approval or written consent:

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

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

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

**(11) Additional Maintenance Obligations.** In addition to the operation, maintenance and management duties of the Association set forth in Paragraph (9) (10) of this section, the Association shall maintain, repair and care for, or provide for the maintenance, care and repair of the sprinkler system

and landscaping situated within the median strips located within the Property and the parking along 1300 West Street adjacent to the Property. If the need for maintenance and repair of the landscaping or sprinkler system as required by this paragraph is shown to have caused, upon such evidence as shall be satisfactory to the Board of Directors, by the willful or negligent conduct or act of an Owner or Resident, his family, guests, invitees or other persons using or occupying his Lot with his express or implied permission, the cost of such repair and maintenance shall be added to and become part of the assessment to which said Owner and Lot is subject.

**(12) Taxes and Assessment.** Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes. In the event that the Association is denied the status of a tax-exempt corporation, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, which may be levied against the Association.

**(13) Professional Management.** The Board of Trustee may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than forty-five (45) days, and no such contract or agreement shall be for a term greater than one (1) year.

**(14) Rule Making.** The Association can make, establish, promulgate, amend and repeal the Board of Director rules, if 65% of the qualified association members approve such action.

**(15) Committees.** The Board of Directors appoint and remove members of the Architectural Control Committee and Appeal Committee and other committees as the Board of Directors may so direct, all subject to the provisions of this Declaration.

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

**6. Personal Liability.** No member of the Board, any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner or Resident, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board of Directors, the manager, if any, or any other representative or employee of the Association, or the Architectural Control Committee, or any other committee, or any officer of the Association. Provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct

**7. Annual Meeting and Notice.** The Association shall hold an annual meeting. The annual meetings shall be held in the second Thursday during the month of **November** unless otherwise determined by the Board of Directors. Special meetings may be called as provided for in the Bylaws. Notice for all owners meetings, annual or special, shall be hand delivered or given by regular

mail, postage prepaid, e-mail and shall be given not less than fifteen (15) days nor more than thirty (30) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be undertaken. All meetings shall be held within Barrington Park or as close thereto as practicable at a reasonable place selected by the Board of Directors. The presence at any meeting in person or by proxy of Owners entitled to cast more than twenty-five percent (25%) of the total number of votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Owners present, either in person or by proxy, may as otherwise provided by law, adjourn the meeting to a time no less than two (2) days, nor more than thirty (30) days from the time the original meeting was called, provided that the quorum requirement for such a subsequent meeting shall be no less than two percent (2%) of the total number of votes of the association. No notice, other than the verbal announcement at the original meeting shall be required for a rescheduled meeting.

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

(a) A pro forma operating statement (budget) for each fiscal year shall be made available to lot owner not less than sixty (60) days before the beginning of the fiscal year.

(b) Within thirty (30) days after the close of each fiscal year, the Association, or its agent, shall cause an independent audit compilation or report of accounts of the Association to be prepared by a certified public accountant within thirty (30) days after completion of the audit compilation or report, a copy shall be made available to each owner. In addition the Association shall prepare or cause to be prepared, an annual operating statement reflecting the income and expenditures of the Association for its fiscal year and a copy of said statement shall be made available to each member, and to each holder of a first mortgage of record, within ninety (90) days after the end of each fiscal year. The books and records of the Association shall be audited upon the written request or vote of at least a majority of the members of the Association.

**ARTICLE VI**  
**COVENANT FOR MAINTENANCE ASSESSMENT**

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

  - (a)** Regular annual assessments or charges; and
  - (b)** All other assessments levied by the Board of Directors from time to time, including but not limited to all special, specific and individual assessments as hereinafter provided.
- 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association, the improvement, operation and maintenance of the Common Area and the performance of the duties of the Association as more fully set forth in this Declaration.
- 3. Budget.** The Board of Directors shall prepare a Budget which:

  - (a) Itemization.** Shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month fiscal year.
  - (b)** The Budget shall be based upon advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and **special assessments**, premiums for all insurance which the Board is required or permitted to maintain, common lighting and heating & water charges, carpeting, painting repairs and maintenance of the Common Areas and replacement of those elements of the Common Areas that must be replaced on a periodic basis, wages for Association employees, legal and accounting fees, any deficit remaining from a previous period the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of his Declaration.
- 4. Reserve Account.** The Board of Directors shall establish and maintain a reserve account to pay for unexpected operating expenses. The reserve account shall be funded out of regular and/or special assessments.
- 5. Annual and Special Assessments.**

  - (a) Annual Assessments.** There shall be assessed against each Lot an annual assessment that shall be paid by all Lot owners in accordance with the provisions of this Declaration.



**(b) Increase in Annual Assessments.** In the event that the Board shall determine that the maximum annual assessments for a given calendar year is or will become inadequate to meet the expenses of the Association for capital improvements or repairs only, the Board shall determine the approximate amount necessary to defray such expenses and call special meeting of the members. The special assessment shall be approved only at such a meeting where no less than twenty-five percent (25%) of the members are present in person or by proxy vote to approve such special assessment (this would be 70 homeowners). If such a meeting can not be held because a quorum is not present, either in person or by proxy, then the meeting shall be adjourned to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting, provided that the quorum requirement for such a subsequent meeting shall be no less than five percent (5%) of the total number of votes of the Association (this would be 14 people). In the event that an insufficient number of votes are present and no quorum can be obtained, the proposal shall be deemed approved. The special assessment shall be paid during that calendar year either over the remaining months of the calendar year or immediately as determined by the resolution adopted by the members.

But if the Associations Liability, Fidelity or property insurance as required by Article XII is increased by the insurer the Board of Directors may pass on these increases to the annual assessment for each lot without any additional approval.

**(c) Uniform Assessment.** The annual assessment for each Lot shall be determined as follows: seventy-five percent (75%) of the amount of said common expenses shall be charged to each Lot owner equally and the other twenty-five percent (25%) of said expenses shall be proportionately allocated to each Lot on the basis of the total square feet of living space contained in the living unit on each Lot as a portion of the total square feet of living space in the living units on all Lots, and the respective portion of said seventy-five percent (75%) of said expenses shall be charged to each Lot owner. For such purposes, living space shall mean the total interior area of the living units, not including the amount of unfinished basement area determined as of the time the living Unit was acquired from the Developer. A schedule of the determined amount of living space for each of the living units is set forth in Exhibit B attached hereto. The assessment so determined shall constitute the annual assessment, which can be levied against the Lots. The allocation of twenty-five percent (25%) of the common expense based on the area of living space is intended to reflect the difference in the cost of maintaining the exterior surfaces of said living Units because of the differences in the size thereof and for this purpose shall be presumed to accurately reflect such difference. Regardless of the difference in the monthly assessments charged to the respective Owners, each Owner will for all purposes be regarded as having an equal interest in the common area.

**(d) Special Assessments.** The Board or Association may levy special assessments in any year subject to the following:

**(1) Association Approval.** Any special assessment, which would exceed the Special Assessment Limit, shall be effective only if approved by a majority of the Homeowners at a Special Meeting. The Board of Directors in its discretion may allow any special assessment to be paid in installments, the installment amount to be divided among all residents in the same equal payment, which must be specified as to what the total Special Assessment shall be.

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

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

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

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

(1) **Board Discretion/Expenditure Limit.** Capital improvements to Barrington Park, which cost ten percent (10%) or less of the Total Annual Operations Budget and do not materially alter the nature of Barrington Park, may be authorized by the Board of Directors alone.

(2) **Homeowner Approval/Expenditure Limit** Any capital improvement, the cost of which will exceed such amount, must, prior to the commencement of construction, be authorized by at least a majority of those Owners casting votes at a meeting.

(3) **Homeowner Approval/Changing the Nature of the Community.** Any capital improvement which would materially alter the nature of Barrington Park must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least a majority of those Owners casting votes at a meeting.

(g) **Individual Assessments.** Individual Assessments shall be levied by the Board of Directors against a Lot and it's Owner to reimburse the Association for:

- (1) Fines levied and costs incurred in enforcing the CC&R's;
- (2) Costs associated with the maintenance, repair or replacement for which the Lot Owner is responsible, not including ordinary wear and tear.
- (3) any other charge, fee, due, expense, or cost designated as an Individual Assessment in the CC&R's; and
- (4) Attorney's fees, interest, and other charges relating thereto as provided in this Declaration.

6. **Assessment Period.** The annual assessment period shall commence on October 1 of each year and terminate on September 30<sup>th</sup> of such year, except when these assessments are above and beyond the normally accepted amount that can be repaid by the homeowner, and then only with the approval of the entity from which Barrington Park has entered into a contract with for these unusual expenditures. The time period for payback of these monies by the Homeowner will be set and approved by the Board of Directors, but only after the Capital expenditure has been approved by the Homeowners. All assessments shall be payable in equal monthly installments unless the Board of Directors, in its sole discretion, adopts some other basis for payment.

- 7. Notice and Assessment Due Date.** Thirty (30) days prior to the annual meeting, written notice of proposed annual assessments shall be sent to the owner of every Lot subject thereto. The due dates for all assessments shall be the first day of each month unless the Board of Directors in its sole discretion establishes some other due date. Assessments shall be paid in the manner and on dates fixed by the Board of Directors who may, at its option and in its sole discretion, elect to accelerate the entire annual Assessment for delinquent Owners. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Board of Directors otherwise decides acceleration is not in its best interest, the Board of Directors, at its option and in its sole discretion, may elect to decelerate the obligation.
- 8. Time is of the Essence.** Time is of the essence and all Assessments shall be paid promptly when due.
- 9. Delinquent Assessments.** Any Assessments, which are not paid when due, are delinquent and a lien against the Lot affected shall be attached at the discretion of the Board of Directors without further notice.
- 10. Late Assessments and Accruing Interest.** Any Assessments delinquent more than ten (10) days shall incur a late charge of twenty-five dollars (\$25.00), or five percent (5%) of the delinquent amount, whichever is greater. Interest at the rate of eighteen (18%) per year or the prime rate of the current Wasatch Front Price Index on the date the assessment was due, whichever is greater, shall accrue on all delinquent accounts.
- 11. Notice of Delinquency.** The Association shall give a notice of delinquency to any Owner who has not paid his Assessments in a timely manner.
- 12. Notice of Lien.** If any Unit Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Management Committee or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Unit in favor of any assessing unit or special improvement district and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
- 13. Foreclosure of Lien and/or Collection Action.** If any Assessments remain unpaid, the Association may, as determined by the Board of Directors institute suit to collect the amounts due and/or foreclose the lien.
- 14. Personal Obligation.** Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to judicially foreclose the lien .
- 15. No Waiver.** No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including but not limited to the non use of Common Areas or the abandonment of his Lot

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

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

**18. Exempt Property.** The following property subject to this Declaration shall be exempt from assessment herein:

- a) The Common Area;
- b) All properties dedicated to and accepted by a local public agency or authority; and
- c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Utah; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessment.

**19. Estoppels Certificate.** The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association a particular Lot Owner is in default under the provisions of this Declaration and further stating the dates to which assessments, regular or special, have been paid by said Owner it being intended that any such certificate delivered pursuant to this section shall be binding upon the Association as of the date of issuance and may be relied upon by any prospective purchaser or mortgage of said Owner's Lot.

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

**21. Suspension of Right to Vote for Non-Payment.** At the discretion of the Board of Directors, the right of an Owner to vote on issues concerning the Association shall be suspended if the Owner is delinquent in the payment of Assessments, and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

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

**ARTICLE VII**  
**ENFORCEMENT OF ASSESSMENTS: LIENS**

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

1. **Foreclosure of Lien** The lien for nonpayment of Assessments may be enforced by foreclosure of the Owner's interest therein by the Board of Directors. The sale or foreclosure shall be conducted by judicial foreclosure as provided by Utah law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, [and] reasonable attorney's fees. The Board of Directors may bid for the Lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.
2. **Right to Enforce.** The right to collect and enforce the Assessments created hereby is vested in the Association. Each owner of a Lot upon becoming an owner of such Lot is and shall be deemed to covenant and agree to pay the Association each and every Assessment provided for in this Declaration and agrees to the enforcement of all such Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any such Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said owner. The Board or its authorized representative, may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity or the Board of Directors may exercise the power of sale-to enforce the liens created hereby. A suit to recover a money judgment for an unpaid assessment shall be maintainable without foreclosing or waiving its lien rights.
3. **Priority of Mortgage.** No breach of the covenants, conditions, or restrictions herein contained, nor the enforcement of any lien provision herein shall defeat or render invalid the lien of any prior first mortgage or first deed of trust of record made in good faith and for value (a "first mortgage"), but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner whose title is derived through foreclosure or trust deed sale or otherwise; provided, however, any holder of a first mortgage or any purchaser at a foreclosure sale of a first mortgage (expressly excluding any sellers under an executory contract of sale) which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot.

**ARTICLE VIII**  
**INSPECTION OF ASSOCIATIONS BOOKS AND RECORDS**

1. **Membership Register.** The membership register, books of account and minutes of meetings of the members of the Board of Directors and of committees of the Association shall be made available for inspection and copying by any member of the Association or by a holder of a first mortgage or by their duly appointed representatives for any legitimate purpose during normal business hours at the office of the Association or at such other place within Barrington Park as the Board of Directors shall prescribe.
2. **Board Reasonable Rules.** The Board of Directors shall establish reasonable rules with respect to:
  - (a) Notice to be given to the custodian of the records by the persons desiring to make the inspection.
  - (b) Payment of the cost of reproducing copies of documents requested pursuant to this Article.
3. **Members Right to Inspect Books.** Every member shall have the absolute right upon reasonable notice to the Board of Directors at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right to inspection includes the right to make extracts and copies of documents.

**ARTICLE IX**  
**ARCHITECTURAL CONTROL COMMITTEE**

1. **Committee Composition.** The Architectural Control Committee shall initially consist of three (3) persons to be appointed by the Board of Directors. The Board of Directors may, in its discretion, from time to time, increase or decrease the size of the Architectural Control Committee; provided, however, that in no event shall the size of the Architectural Control Committee be less than three (3) or more than five (5) appointed by the Board of Directors. The Chairperson of the Architectural Control Committee can then pick three (3) additional Members to be appointed to the Architectural Control Committee. All appointments must be association members in good standing.
2. **Duties.** It shall be the duty of the Architectural Control Committee to consider and act upon any and all proposals, or plans submitted to it pursuant to the terms hereof, and to insure that the improvements constructed on the Property conform to the plans approved by the Architectural Control Committee
3. **Plans and Approval.** Excepting the interiors of dwelling units, no replacement, addition or alteration of a building structure, fence, drainage facility, common landscaping, or common planting shall be allowed on any Lot, until the plans, specifications and plan showing the location and nature of such replacement, addition or removal have been submitted to the Architectural ; nor shall any exterior painting or decorative alteration be commenced until such plans have been submitted to the Architectural Control Committee. At this time the Committee will review such submittals and present them to the Board of Directors for approval. These submittals must include the proposed color scheme, design thereof and the quality of materials to be used. The Architectural Control Committee shall not unreasonably withhold review of such plans provided they are in harmony with the surrounding structures and topography. All such plans, specifications and plot plans shall be prepared by an architect, engineer or landscape designer or landscape architect, said

person to be employed by the owner making the application at his sole expense. Plans and re-submittal thereof shall be approved and/or disapproved within thirty (30) days of each submittal to the Board of Directors for final approval.

- 4. Meetings and Compensation** The Architectural Control Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of a majority of the members at a meeting or otherwise shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any provision of this Declaration. The Committee shall maintain a written record of all actions taken by it in such meetings or otherwise. Members of the Architectural Control Committee shall not receive any compensation for services rendered.
- 5. Architectural Control Committee Rules**. The Architectural Control Committee, may from time to time, adopt, amend and repeal by written consent from the Board of Directors rules and regulations, to be known as "Architectural Control Committee Rules". Said rules shall interpret and implement this Declaration by setting forth standards and procedures for Architectural Control Committee review and the guidelines for architectural design, replacements and buildings landscaping, color schemes, exterior finishes and materials and other similar features which are recommended for use within Barrington Park. Members may challenge the reasonableness of such rules first by appeal directly to the Architectural Control Committee and thereafter by appeal to the Appeal Committee.
- 6. Variance**. The Architectural Control Committee shall adopt architectural guidelines governing Barrington Park as approved by the Board of Directors. The Committee may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted procedures.
- 7. Waiver** The approval of any plans, specifications, drawings or proposals shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings or matters whatsoever, whether subsequently or additionally submitted for approval or consent.
- 8. Limitation of Liability**. Neither the Association, the Board of Directors, the Architectural Control Committee, nor any of the members of such entities, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the CC& R's. Such persons likewise shall not be held responsible for any structural or other defects in any work done according to such plans and specifications. No permission for any structural alterations shall be deemed granted until the Lot Owner has signed and delivered to the Board of Directors a Release, Waiver and Indemnity Agreement in a form acceptable to the Board of Directors.

**ARTICLE X**  
**APPEALS COMMITTEE**

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



**ARTICLE XI**  
**MAINTENANCE AND REPAIRS**

**1. Duty to Maintain.**

**(a) Common Area.** The Association shall have full power and control over the Common Area and it shall be its duty to maintain, repair and make necessary improvements in the Common Area and any existing improvements thereon, including, but not limited to, recreational buildings, facilities and improvements; all common landscaping all metered utilities in the Common Area; all private roadways, streets, parking areas, walks and other means of ingress and egress, (the act of entering or exiting) within Barrington Park. In addition, the Association shall maintain in a functioning manner the drainage detention basin. It shall be the duty of the Association to also prevent any interference with the purpose of the said basin and to prevent the erection of any structure upon the drainage detention basin.

**(b) Exterior Maintenance.** In addition to maintenance of the Common Area, the Association shall provide exterior maintenance of each Lot, which is subject to assessment under Article VI hereof, including the improvements located on each Lot, as follows: exterior painting, repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces; trees; shrubs; grass; walks and other exterior improvements. Such exterior maintenance shall not include any glass or glass surfaces and or window screens, air conditioners, front and back doors. Director Rules for garage door, deck and patio maintenance and replacement.

**2. Right to Inspect and Enforcement.**

**(a)** The Board of Directors shall be empowered with the right and duty to periodically inspect the Common Area and exterior portions of Lots in order that minimum standards of repair, design, color and landscaping shall be maintained for the uniformity, beauty, harmony and conservation of the entire Barrington Park. In the event that the need for maintenance or repair of the exterior of any Lot is caused through the willful or negligent act of any Resident or Owner, his family, guests or invitees, or in the event the Board of Directors determines that any of the same have damaged, or modified any improvement, item of landscaping or portion of the Common Area, without the proper approval of the Board of Directors, or the Board of Directors determines that a Resident or Lot Owner has violated any provision of this Declaration, so as to cause a need for the improvement, repair, restoration, or painting of the Common Area, or to cause the landscaping to require repair or restoration, then the Board of Directors shall give written notice to the Lot Owner or Resident of the condition or violation, The Lot Owner must submit to the Board of Directors in writing corrective plans to remedy the condition complained of within such a period of time as may be determined reasonable by the Board of Directors. After said written submittal has been approved by the Board of Directors, if the lot owner fails to take the corrective action within the time limit approved by the Board of Directors. The Board of Directors shall, subject to approval by two-thirds (2/3) of the Board of Directors, undertake to remedy such conditions or violations complained of and the cost thereof shall be charged to the Lot Owner responsible for causing the corrective work, and such cost shall be deemed to be an individual assessment to such Lot Owner and subject to collection by lien or judgment.

**(b)** Nothing in this Article shall in any manner limit the right of the Lot Owner to exclusive control over the interior of his Dwelling Unit, provided, however, that an Owner shall grant the right of entry to the Board of Directors on behalf of the Association or any other person authorized by the Board of

Directors , in the case of emergency originating in, or threatening his Lot or Dwelling Unit, whether the Owner is present or not in the case of an emergency, such right of entry shall be immediate. In any case, the persons entering upon the Lot or Unit of the Lot Owner shall have the responsibility to put the property back into the same condition in which it was found.

**3. Easement for Maintenance Purposes.** An easement is hereby reserved to the Association for its representatives to have rights of ingress and egress in and upon all Common Areas and exterior of all Lots subject to this Declaration; to the extent entry is necessary to carry out the maintenance duties imposed by this Article XI. Such right of entry shall be exercised in such manner so as not to unreasonably interfere with the possession and enjoyment of the occupants of such Lot and shall be preceded by reasonable notice, unless there is an emergency and it is not possible to give notice, and shall be subject to the obligation of the persons entering upon the Lots and Common Areas to put the property back into the same condition in which it was found.

**4. Notice of Entry.** In case of entry without notice, the Board of Directors or its representative shall leave a signed written note stating the date, time and purpose of entry.

**ARTICLE XII**  
**DAMAGE AND DESTRUCTION**

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

**a. For the Common Area:**

- (1)** Property insurance covering all improvements, equipment, fixtures and furnishings which are located in the Common Area, in an amount not less than one hundred percent (100%) of the full insurable value thereof (based on current replacement cost). Each policy shall include an automatic inflation or escalator clause to assure that policy limits cover increases in replacement costs. The proceeds of said insurance shall be applied as provided in this **Article XII**.
- (2)** Comprehensive public liability insurance insuring the Board of Directors and the Association, and the members thereof, against liability to, and claims of, the public, the members of the Association and any other person, firm, or entity, occurring in or upon the Common Area, or based upon, incident to or arising out of the use of the **(i)** Common Area, or **(ii)** the activities of the Association. Limits liability on such coverage shall be not less than one million dollars (\$1,000,000) per person with respect to bodily injury or death and one million dollars (\$1,000,000) per occurrence with respect to property damage.
- (3)** Errors and Omissions (E &O) or directors and officers (D&O) insurance covering the Board of Directors and members thereof.
- (4)** The Association shall maintain in force fidelity insurance covering losses resulting from dishonest or fraudulent acts committed by the Association's managers, Directors, employees, officers, committee members, or volunteers who manage the funds collected and held for the benefit of the Association. The fidelity insurance shall name the Association as the insured and shall be in an amount at least equal to the maximum amount of funds in the Association's custody at any one time, but in no event less than the sum of three (3) months of assessments on the entire Barrington Park plus reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers. Any professional management firm retained by the Association shall also maintain in force such fidelity insurance and shall submit evidence of such coverage to the Association.
- (5)** Such other insurance including Workmen's Compensation insurance to the extent necessary to comply with any applicable law and indemnity, faithful performance, fidelity and other bonds as the Board of Directors shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.
- (6)** Insurance premiums for any such insurance coverage shall be deemed a common expense to be included in the regular assessments levied by the Association.

b. **For the Benefit of the Lot Owners.** The Association shall obtain, in a form satisfactory to the Eligible Mortgagees, a blanket fire and casualty insurance policy for the Lots (exclusive any personal property of the Lot Owners), with extended coverage endorsement, to cover one hundred percent (100%) of the full replacement value of such property. Such insurance coverage shall be for the benefit of the owners of said Lots and each of them, and any mortgagee, holder or beneficiary of any mortgage or trust deed or record against said Lots, as their interest shall appear, and the proceeds of said insurance shall be applied as provided in this **Article XII**. As of the date of these revisions to the CC&R's Barrington Park Homeowners is now covering each for an extra rider for Earthquake insurance. The Board of Directors shall annually re-evaluate the said insurance coverage to make certain that it covers the full replacement value of the property described in this paragraph.

c. **Deductible.** The person who, but for the insurance coverage, would be responsible for the loss or damage shall pay for the deductible on a claim made against the Association's property insurance policy.

d. **Individual Insurance.** It is HIGHLY RECOMMENDED that each Homeowner carry liability insurance in order to protect them in the event that they are responsible for any damage done to their neighbor's property that is due to their neglect or lack of responsible behavior. All Owners should purchase and maintain adequate liability and personal property insurance (this is commonly called an H06 policy available from most all carriers) provided, however, no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the property at any particular time. Insurance should be current. If insurance is not in force at the time of any loss/damage the homeowner shall be held responsible for any and all costs pertaining to replacement and repairs.

e. **Primary Coverage.** The insurance coverage of an Owner shall, in the event the Association also has insurance covering the loss, be primary and the insurance of the Association shall be secondary.

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

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

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

2. **Damage and Destruction Affecting the Common Area.** In the event that any portion of the Common Area including the improvements thereon, are damaged or destroyed by fire or other casualty, the following provisions shall apply:

a. **If the available proceeds of the insurance maintained pursuant to Article XII (1)(a)(I) of this Declaration are sufficient to cover not less than**

eighty-five percent (85%) of the estimated cost of repair or reconstruction thereof, it shall be the duty of the Association, subject to the provisions of **Article VI(5)(d)** hereof, to restore and repair the damaged area as soon as practicable. In such event, the Association shall levy a special assessment against each owner to provide the funds to pay that portion of the repair costs not covered by available insurance proceeds. Such special assessment shall be allocated equally among the Lot owners and shall be enforceable against each Lot owner under the lien provisions contained in **Article VII** hereof.

b. The foregoing notwithstanding, in the event of a partial destruction where the estimated cost of repair and restoration does not exceed Twenty Thousand Dollars (\$20,000), and the available proceeds of insurance maintained pursuant to **Article XII (1)(a)(1)** of this Declaration are less than eight-five percent (85%) of the estimated costs of repair or restoration thereof, the owners, by majority vote of the members present or represented by proxy ballot at a duly convened meeting at which not less than twenty-five percent (25%) of the members are represented in person or by proxy ballot shall determine whether or not to repair and rebuild the damaged portions of the Common Area. If a quorum of twenty-five percent (25%) of said members is not obtained after notice, said decision may be made by a majority vote of a quorum of not less than five percent (5%) of said members after a second notice. If a quorum cannot then be obtained, the decision to repair and rebuild shall be deemed passed.

c. In the event of a determination to rebuild, the Board of Directors shall cause the necessary plans and specifications to be prepared and obtain bids from at least three (3) reputable contractors for the planned reconstruction and award the contract to the lowest responsible bidder. The Board of Directors shall then levy a special assessment (which shall be equally apportioned among the Lot owners and which shall be enforceable under the lien provisions contained in **Article VII** hereof) to cover the costs of reconstruction not covered by available insurance proceeds.

d. All reconstruction and repair of the Common Area pursuant to this section shall be undertaken in accordance with the original plans and specifications for Barrington Park, unless the decision to repair and rebuild was defeated by a vote of the members. In the event of a determination not to rebuild, the Board of Directors shall develop a plan to rebuild the Common Area on a reduced scale within the limits of the available insurance proceeds. Changes and modifications in either the original plans, if the common area is to be rebuilt, or the reduced scale redevelopment plans approved by the Board of Directors if restoration was defeated by a vote of the members may be effected upon approval in writing of sixty-five percent (65%) of all members.

### **3. Damage to or Destruction of Lots Together with the Improvements thereon.**

a. **Partial Destruction of Barrington Park.** In the event of damage or destruction by fire or other casualty affecting a Lot or Lots, including the improvements thereon, the Board of Directors of the Association, on behalf of the owner or owners thereof, shall cause the same to be repaired or reconstructed as soon as reasonably possible and substantially in accordance with the original plans and specifications therefore. The Board of Directors shall obtain firm bids from at least three (3) reputable contractors and award the contract to the lowest (responsible) bidder. In the event that the owner or owners shall be determined to be at fault in causing the damage or destruction of their lot, then the Board of Directors shall levy a special assessment (which shall be enforceable under the lien provision contained in **Article VII** hereof) against the owner or owners of the damaged or destroyed Lot to cover any deficiency between the total insurance proceeds and the contract price for such

repair and rebuilding of the improvements on that owner's Lot. Such assessment and all insurance proceeds, whether or not subject to mortgages or trust deeds shall be paid to the Association which shall be deemed trustee of the interests of the affected owner or owners, and shall be used for such repair and rebuilding. If blanket insurance is carried by the Association and there are insufficient funds to repair or replace, and no special assessment is made against the owner or owners as provided above, then the repairs or replacement shall be made and any deficiency shall be made up by the Association by making assessments to all members equally.

b. In the event of damage or destruction affecting two or more Lots, any controversy between the owners of such damaged Lots concerning their respective obligations hereunder shall be submitted to the Board of Directors and the Board of Directors' determination shall be binding upon the said owners unless, within fifteen (15) days thereafter, any party to the dispute submits the matter to mediation pursuant to Section 4 of this **Article XII**.

c. **Total Destruction of Barrington Park.** Notwithstanding anything contained in this **Article XII** to the contrary, in the event of total destruction of all or substantially all of Barrington Park, including the improvements located on each Lot and the Common Area, the owners, by the vote of not less than seventy-five percent (75%) of the members in person or by proxy, at a duly constituted meeting of the Association, shall determine whether or not to repair and rebuild Barrington Park. If a vote of seventy-five percent (75%) of the members is not obtained after notice, said decision may be made by a vote of not less than fifty percent (50%) of said members after a second notice. Thereafter, the minimum percentage requirement may be reduced by ten percent (10%), after each failure after appropriate notice, until a decision is reached. In the event of a determination to rebuild, the necessary funds shall be raised as provided in Sections 2 and 3 of this **Article XII** and the Board of Directors on behalf of the Association shall be authorized to have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction as promptly as practicable. Barrington Park shall be reconstructed or rebuilt in accordance with the original plans of construction, unless changes are recommended by the Board of Directors and approved in writing by owners of sixty-five percent (65%) of the Lots. A certificate of the resolution authorizing such reconstruction shall be filed with the County Recorder within six (6) months from the date of such destruction and in the event of a failure to record such certificate within said period, it shall be conclusively presumed that the owners have determined not to rebuild said improvements. In the event of a determination not to rebuild the Board of Directors shall:

(1) Execute, acknowledge and record within six (6) months from the date of the destruction of Barrington Park, a certificate setting forth the determination of the owners not to rebuild.

(2) Cause all appropriate maps and documents to be prepared and placed on record to evidence the conversion of Barrington Park back to one undivided parcel of real property.

(3) Sell the property at the highest and best price obtainable, either in its damaged condition or after the damaged structures has been razed.

(4) Distribute all sale proceeds obtained pursuant to sub-paragraph (3) above among the owners and first mortgagees of record as their respective interests may appear. Such proceeds shall be divided into one share for each Lot and the amount of each share shall be determined by dividing the net proceeds by the total number of Lots in Barrington Park. The share attributable

to each Lot shall be disbursed first to holders of valid encumbrances of record. The available insurance proceeds shall be distributed in a like manner except that the share of each Lot shall be based on the proportionate insurable value that each of the Lots, together with the improvements thereon, bears the total insurable value of all Lots and the improvements thereon.

**4. Mediation** In the event of a dispute among the owners respecting the provision of this Article, any owner may cause the same to be referred to mediation. In the event of mediation, notice thereof shall be given to the members of the Board of Directors and all other owners as promptly as possible after the reference to mediation is made, giving all owners an opportunity to appear in such mediation proceedings.

**ARTICLE XIII**  
**CONDEMNATION**

**1. Partial Taking Without Direct Affect on Lots.** If a part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Areas, exclusive of compensation for consequential damages to certain affected Lots, shall be payable to the Association as damages to their respective interests in the Common Areas. The Association, acting through the Board of Directors, shall have the right to act on behalf of the owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Areas, without limitation of the right of the owners to represent their own interests. Upon receiving the award, the Board of Directors shall act as follows:

(a) In the event the award is not less than eighty-five percent (85%) of the estimated cost of restoration and repair, or greater, and there remains sufficient land on which to rebuild the improvements so taken, the Association shall use such proceeds promptly to restore and replace improvements so taken on the remaining property and shall levy an equal special assessment against each owner to cover that portion of the repair costs not covered by the award. Such special assessment shall be enforced under the lien provisions contained in this Declaration. All such replacements shall comply as closely as practicably possible with the original plans, specifications and elevations of the improvements taken by eminent domain. If reconstruction is impossible, the condemnation proceeds shall be paid in equal amounts to the Lot owners or held in trust by the Association to cover the assessments of each owner on an equal basis.

(b) In the event that the award is less than eight-five percent (85%) of the estimated costs of such repairs and restoration, the owners by the vote of not less than sixty-five percent (65%) of the members present in person or by proxy, at a duly constituted meeting of the Association, shall determine whether or not such repairs and rebuilding shall be undertaken. If the determination not to rebuild is made, the award shall be distributed to the owners and first mortgagees of record as the interests may appear. In the event that the Association determines to rebuild, the Board of Directors shall levy a special assessment to cover all reconstruction costs not covered by the award in accordance with paragraph (a) above.

(c) In the event there is an award in excess of the amount necessary to so substantially restore the Common Area, the Board of Directors shall distribute it, each Lot receiving an equal amount.

(d) In the event that the condemnation award does not allocate consequential damages to the specific Lots but includes an award for reduction of value of the Lots without such allocation, the Board of Directors, within thirty (30) days after such award, shall determine the allocation of the award between the affected Lots and the Common Area damages. Such decision by the Board of Directors shall be binding on the affected owners unless within thirty (30) days after notification of such decision, fifty-one percent (51%) of the affected owners give the Board of Directors written notice that the allocation is unacceptable. In the event of mediation, notice thereof shall be given to the members of the Board of Directors and all other owners as promptly as possible after the reference for mediation is made, giving all owners an opportunity to appear in such mediation proceedings. Nothing herein is intended to prevent owners whose Lots are especially affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf or consequential damages relating to the loss of values of the



affected lots, or the personal improvements therein, exclusive of damages relating to the Common Area.

**2. Partial or Total Taking Directly Affecting Lots.** If part or all of the Lots shall be taken or condemned by any authority having the power of eminent domain, such that any Lot or a part thereof is taken, the Association shall have the right to act on behalf of the owners with respect to the Common Areas as outlined in Section (1) of this Article and the proceeds shall be payable as outlined therein. The owners directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Lots. Within ninety (90) days of the taking, the Board of Directors shall determine whether or not the taking so affects the improvements on the Lots that they cannot be restored or replaced substantially in conformance with the original plans and specifications for Barrington Park. Upon making the determination, the following provisions shall apply:

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

(b) If the Board of Directors determines that the improvements on Lots cannot effectively be restored or replaced in substantial conformance with the original plans and specifications for Barrington Park and unless all owners of the improvements which cannot be replaced and holders of mortgages thereon agree in writing to accept an alternative plan, the Board of Directors shall within thirty (30) days of the award determine the allocation of the award between the Common Area and the affected Lots and shall distribute the compensation for the taking of the Lot to the owners of the Lots taken and their mortgagees, as their interests may appear. The decision and allocation of the Board of Directors shall be binding on the affected owners unless within thirty (30) days after notification of such decision fifty-one percent (51%) of the owners of the improvements which cannot be replaced give the Board of Directors written notice that the decision and allocation of the Board of Directors is unacceptable and that they wish to submit the matter to mediation in accordance with paragraph (3) of this Article. Upon finalization of the Board of Directors decision, the remainder of Barrington Park shall continue.

**3. Mediation.** Within thirty (30) days after the notice from the owners that they wish to mediate the decision of the Board of Directors rendered under paragraph 2(b) hereof, the Board of Directors shall submit the matter to mediation. In the event Barrington Park is reformed, the voting rights, shares of assessments and shares in the common elements appurtenant to each Lot which continues as a part of Barrington Park shall be equitably adjusted among the reduced number of owners.

**4. Amendment of Declaration.** In the event that Barrington Park is reformed and continued in accordance with paragraph (2) hereof, an amendment of the Declaration executed by fifty-one percent (51%) of the owners shall be recorded in the Official Records of the County of Salt Lake, State of Utah, which reflects all changes in Lot ownership, liability for common expenses, ownership of the Common Areas and voting rights caused by the taking.

**ARTICLE XIV**  
**PARTY WALLS**

1. **General Rules of Law to Apply.** Each wall or fence which is built as a part of the original construction of the buildings upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls of liability for party damage to party walls due to negligence or willful acts or omissions shall apply thereto.
2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use. In addition, the cost of reasonable repair and maintenance of any water or other pipes within any party wall shall be shared by the Owners in a like manner. There shall also be a reciprocal right of access into the wall for the purpose of such maintenance or repair.
3. **Destruction of the Party Wall.** If a party wall is destroyed or damaged, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion of such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. **Weatherproofing.** Notwithstanding any other provisions of 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.
5. **Mediation.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one mediator, and such mediation shall choose one additional mediator, and the decision of the majority of all the mediators shall be binding upon the parties thereto.

**ARTICLE XV**  
**DURATION AND AMENDMENT**

- 1. Duration.** This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by fifty-one percent (51%) of owners, has been recorded, agreeing to change said Declaration in whole or in part.
- 2. Amendment.** Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be sent or delivered to all members of the Association. A resolution adopting a proposed amendment may be proposed by the Board of Directors or by Lot owner. The resolution shall be adopted by not less than fifty-one percent (51%) of the entire membership of the Association. A copy of each amendment shall be signed by not less than fifty-one percent (51%) of the entire membership of the Association and certified by at least two (2) officers of the Association. The amendment shall not be effective until a signed and certified copy of the amendment is recorded in the public record of Salt Lake County. No amendments shall be adopted affecting the term of this Declaration except as set forth in **Section 1** of this **Article XV**.

**ARTICLE XVI**  
**MISCELLANEOUS**

- 1. Covenants to Run with Land.** This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in Barrington Park, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or Resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of the CC&R's and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in Barrington Park, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of the CC&R's.
- 2. Enforcement and Right to Recover Attorney's Assessments.** The Association, Board of Directors, or any Lot Owner may take action, at law or in equity, to enforce the terms, covenants or conditions of the CC&R's. Should the Association, Board of Directors or Lot Owner be required to take action to enforce the CC&R's, or to pursue any remedy provided hereunder or by law, such parties may recover all Additional Charges, including a reasonable attorney's fee, which may arise or accrue. It shall not be necessary for such parties to file suit in order to recover attorney's fees.
- 3. Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provisions hereof.
- 4. Binding Effect of Association Agreements.** All agreements and determinations lawfully made by the Association in accordance with the voting rights established in Barrington Park, shall be binding on all Owners of Lots, their successors and assigns.
- 5. Notification of Sale of Lot.** Concurrently with the consummation of the sale of any Lot, or within five (5) business days thereafter, the transferee of such Lot shall notify the Association through the Property Manager in writing and pay a transfer fee if \$100.00 of the sale. Such notification shall set forth:

  - (a) The name of the transferee and his transferor.
  - (b) The Lot number and street address of the Lot purchased.
  - (c) The mailing address of the transferee.
  - (d) The date of sale.
  - (e) Prior to receipt of such notice by the Association, all notices required or permitted to be given by the Association shall be deemed to be duly and timely made to the transferor of the transferee.
- 6. Captions.** The captions contained in these CC&R's are for convenience only and are not part of these CC&R's and are not intended in any way to limit or enlarge the terms and provisions of these CC&R's.
- 7. Gender & Grammar.** Whenever in these CC&R's the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.
- 8. Security and Safety.** The Association may, but shall not be obligated to, maintain or support any systems, programs or activities within Barrington Park

designed to make Barrington Park safer than it otherwise might be. Neither the Association nor the Board of Directors shall in any way be considered insurers or guarantors of security within Barrington Park, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Residents, as well as their guests and invitees, where applicable, acknowledge by taking occupancy of a Unit or entering Barrington Park that neither the Association nor the Board of Directors represent or warrant that any security measures undertaken will insure their safety, and further acknowledge that neither the Association nor the Board of Directors are insurers or guarantors of their safety, and they hereby expressly assume all risks for loss or damage to their person or property, and they further acknowledge that neither the Association nor the Board of Directors have made any representations or warranties, nor have they relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any security measures undertaken within Barrington Park, or which may be undertaken from time to time.

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

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

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

**10. Dispute Resolution.** The Board of Directors may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between or among Lot Owners or Residents. In such instance, the parties shall divide the expense equally, and consent to and sign an Arbitration Agreement prepared by the Association's legal counsel and the decision of the Board of Directors shall be binding and final.

**11. Agent for Service of Process.** The President of the Association shall be the person designated as the agent to receive service of process. The initial Registered Agent shall be ( ) and the initial office of the Registered shall be 1245 Darby Castle Way, Salt Lake City, Utah 84123.

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

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

IN WITNESS WHEREOF, the undersigned, being the Declarants herein,  
has hereunto set its hand and seal this 28<sup>th</sup> day of August,  
~~2007~~ 2009

BARRINGTON PARK HOMEOWNERS ASSOCIATION

By [Signature]  
Title: President

By [Signature]  
Title: Secretary

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 28<sup>th</sup> day of August, 2009, before me a Notary  
Public for the State of Utah, personally appeared,  
Hedma Elsson and Nelco's Lenhart, known to me to be the  
president and secretary of Barrington Park Homeowner's Association who  
executed the within instrument and acknowledged to me that they executed the  
same for and on behalf of the Association.

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

[Signature]



# Certificate of Count

The below members of the Barrington Park Homeowners Association Nominating Committee did meet on July 17<sup>th</sup> 2009 for the purpose of validating the approval by members of the Association to amend the Amended Declaration of Covenants, Conditions and Restrictions of Barrington Park Homeowners Association dated 23 January 1990.

The below listed do certify that one hundred eighty two (182) members of the Barrington Park Homeowners Association did approve, by signature, to approve the Revised Covenants, Conditions and Restrictions, as proposed November 2008. One hundred Eighty Two owners constitute 65.5 % approval. 65% is required for passage.

Carma James *Carma James*  
Eldon Bodily *Eldon Bodily*  
Evelyn Strong *Evelyn Strong*  
Deloris Lenhart *Deloris Lenhart*  
Hazel Beck *Hazel E. Beck*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

ALL OF BARRINGTON PARK NO. 1A P.U.D.  
ALL OF BARRINGTON PARK NO. 1B P.U.D.  
ALL OF BARRINGTON PARK NO. 2C P.U.D.  
ALL OF BARRINGTON PARK NO. 2D P.U.D.  
ALL OF BARRINGTON PARK NO. 2E P.U.D.  
ALL OF BARRINGTON PARK NO. 2F P.U.D.  
ALL OF BARRINGTON PARK NO. 11G P.U.D.  
ALL OF BARRINGTON PARK NO. 11H P.U.D.



**EXHIBIT "B"**

<b><u>Lot</u></b>	<b><u>Sq. Ft.</u></b>	<b><u>Lot</u></b>	<b><u>Sq. Ft.</u></b>
1-	1175	47-	1395
2-	1175	48-	1395
3-	1175	49-	1395
4-	1175	50-	1395
5-	1175	51-	1175
6-	1175	52-	1175
7-	1175	53-	1175
8-	1175	54-	1175
9-	1395	55-	1175
10-	1395	56-	1175
11-	1175	57-	1175
12-	1175	58-	1175
13-	1005	59-	1175
14-	1005	60-	1175
15-	1175	61-	1175
16-	1175	62-	1175
17-	1175	63-	1175
18-	1175	64-	1175
19-	1175	65-	1395
20-	1175	66-	1395
21-	1175	67-	1395
22-	1175	68-	1395
23-	1005	69-	1395
24-	1005	70-	1395
25-	1005	71-	1395
26-	1005	72-	1395
27-	1175	73-	1175
28-	1175	74-	1175
29-	1005	75-	1175
30-	1005	76-	1175
31-	1175	77-	1175
32-	1175	78-	1175
33-	1175	79-	1175
34-	1175	80-	1175
35-	1175	81-	1175
36-	1175	82-	1175
37-	1005	83-	1175
38-	1005	84-	1175
39-	1395	85-	1395
40-	1395	86-	1395
41-	1395	87-	1395
42-	1395	88-	1395
43-	1395	89-	1395
44-	1395	90-	1395
45-	1395	91-	1395
46-	1395	92-	1395

<u>Lot</u>	<u>Sq. Ft.</u>	<u>Lot</u>	<u>Sq. Ft.</u>
93-	1395	139-	1205
94-	1395	140-	1205
95-	1395	141-	1205
96-	1395	142-	1205
97-	1005	143-	1205
98-	1005	144-	1205
99-	1175	145-	1205
100-	1175	146-	1205
101-	1175	147-	1205
102-	1175	148-	1205
103-	1175	149-	1205
104-	1175	150-	1205
105-	1277	151-	1205
106-	1277	152-	1205
107-	1277	153-	1205
108-	1277	154-	1205
109-	1277	155-	1205
110-	1277	156-	1205
111-	1277	157-	1205
112-	1277	158-	1205
113-	1277	159-	1205
114-	1277	160-	1205
115-	1050	161-	1205
116-	1050	162-	1205
117-	1175	163-	1277
118-	1175	164-	1277
119-	1050	165-	1277
120-	1050	166-	1277
121-	1277	167-	1277
122-	1277	168-	1277
123-	1277	169-	1008
124-	1277	170-	1008
125-	1175	171-	1008
126-	1175	172-	1008
127-	1050	173-	1008
128-	1050	174-	1008
129-	1175	175-	1008
130-	1175	176-	1008
131-	1175	177-	1008
132-	1175	178-	1008
133-	1205	179-	1008
134-	1205	180-	1008
135-	1205	181-	1008
136-	1205	182-	1008
137-	1205	183-	1008
138-	1205	184-	1008

<u>Lot</u>	<u>Sq. Ft.</u>	<u>Lot</u>	<u>Sq. Ft.</u>
185-	1008	231-	958
186-	1008	232-	958
187-	1008	233-	958
188-	1008	234-	958
189-	1008	235-	958
190-	1008	236-	958
191-	1008	237-	958
192-	1008	238-	958
193-	1277	239-	958
194-	1277	240-	958
195-	1277	241-	958
196-	1277	242-	958
197-	1277	243-	958
198-	1277	244-	958
199-	1277	245-	958
200-	1277	246-	958
201-	1175	247-	958
202-	1175	248-	958
203-	1050	249-	958
204-	1050	250-	958
205-	1050	251-	958
206-	1175	252-	958
207-	1175	253-	958
208-	1175	254-	958
209-	1175	255-	958
210-	1175	256-	958
211-	1050	257-	958
212-	1050	258-	958
213-	1277	259-	958
214-	1277	260-	958
215-	1277	261-	958
216-	1277	262-	958
217-	958	263-	958
218-	958	264-	958
219-	958	265-	958
220-	958	266-	958
221-	958	267-	958
222-	958	268-	958
223-	958	269-	958
224-	958	270-	958
225-	1050	271-	958
226-	1050	272-	958
227-	1175	273-	958
228-	1175	274-	958
229-	1175	275-	958
230-	1175	276-	958
		277-	958
		278-	958

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