

ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BARTON WOODS PLANNED UNIT DEVELOPMENT

16579

THIS ENABLING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 19th day of February, 1993, by Bartonwood Limited Liability Company, a Utah Limited Liability Company, hereinafter referred to as "DECLARANT."

R E C I T A L S:

A. Declarant is the sole owner of that certain parcel of real property (sometimes referred to herein as the "Declarant's Property"), situated in Davis County, Utah, and more particularly described as:

Beginning at the Northwest Corner of Lot 61 of Lakeview Terrace Subdivision in Bountiful City, Davis County, Utah, which point is N 0°04'30"E 393.91 ft. along the Section Line and East 244.18 ft. from the West Quarter Corner of Section 28, T.2N., R.1E., S.L.B.&M. and running thence along the boundary of Lot 62 of said Lakeview Terrace Subdivision in the following nine courses: Northeasterly 207.33 ft. along the arc of a 420.00 ft. radius curve to the right through a central angle of 28°16'59" (radius point bears S 87°24'56"E from the point of beginning), Northeasterly 253.12 ft. along the arc of a 280.00 ft. radius curve to the left through a central angle of 51°47'44" (radius point bears N 59°07'57"W from the beginning of the curve), N 82°44'33"E 154.42 ft., N 74°50'01"E 181.72 ft., N 77°55'11"E 292.54 ft., S 72°14'20"E 399.28 ft., S 0°24'05"W 803.99 ft., Southwesterly 122.36 ft. along the arc of a 370.88 ft. radius curve to the right through a central angle of 18°54'12" (radius point bears N 18°40'42"W from the beginning of the curve), Southwesterly 257.69 ft. along the arc of a 1,808.83 ft. radius curve to the left through a central angle of 8°09'45" (radius point bears S 01°13'30"W from the beginning of the curve to the Southeast Corner of Lakeview Terrace Condominiums Phase 1; thence along the boundary of said Phase 1 in the following four courses: N 1°01'30"W 63.00 ft., N 65°58'30"E 130.27 ft., N 11°50'50"W 112.56 ft., Westerly 115.15 ft. along the arc of a 340.00 ft. radius curve to the right through a central angle of 19°24'20" (radius point bears N 11°50'50"W from the beginning of the curve); thence N 7°33'30"E 54.70 ft. along the extended boundary of said Phase 1; thence N 87°47'30"E 64.44 ft.; thence N 2°12'30"W 25.09 ft.; thence N 2°12'30"W 94.91

04-067-0023

Barton Woods PUP Plat A Lots 101 to 113 + comm area 04-132-0101 to 0114
Barton Woods PUP Plat B Lots 201 to 203 + comm area 04-132-0201 to 0209
Barton Woods PUP Plat C Lots 301 to 312 + comm area 04-134-0301 to 0313
Barton Woods PUP Plat D Lots 401 to 415 + comm area 04-135-0401 to 0416
Barton Woods PUP Plat E Lots 501 to 512 + comm area 04-136-0501 to 0513

ft.; thence S 87°47'31"W 85.00 ft.; thence N 47°12'31"W 38.46 ft.; thence S 42°13'30"W 87.00 ft.; thence S 2°12'30"E 25.00 ft.; thence N 87°47'30"E 13.00 ft.; thence S 2°12'30"E 25.00 ft.; thence S 2°11'48"W 33.37 ft.; thence along the boundary of Lakeview Terrace Condominiums Phase I in the following four courses: S 26°42'30"W 24.00 ft., Northwesterly 122.19 ft. along the arc of a 300.00 ft. radius curve to the right through a central angle of 23°20'10" (radius point bears N 26°42'30"E from the beginning of the curve), S 50°02'40"W 133.00 ft., S 14°51'10"E 170.04 ft. to the Northeast Corner of Lot 55 of said Lakeview Terrace Subdivision; thence N 86°38'38"W 68.72 ft.; N 70°01'46"W 69.11 ft.; thence N 44°28'23"W 134.94 ft.; thence N 33°51'54"W 66.65 ft.; thence N 14°33'09"W 65.87 ft.; thence N 4°42'29"W 67.20 ft. to the Northeast Corner of said Lot 61; thence N 87°24'56"W 130.14 ft. along the North line of said Lot 61 to the Point of Beginning.

04-067-0023

Containing 16.4679 acres.

B. The Declarant's Property is contiguous to a parcel of real property, known as Lakeview Terrace Condominiums Phase No. 1, containing various improvements (sometimes referred to herein as the "Phase I Properties"), more fully described as:

Lakeview Terrace Condominiums Phase No. 1, as the same is defined and established and identified on the record of survey map of Lakeview Terrace (Phase I) duly recorded in the office of the County Recorder of Davis County, Utah, on November 11, 1979, as Entry No. 550443, and in the Enabling Declaration of Lakeview Terrace Condominium Phase No. 1, dated July 16, 1979, recorded November 11, 1979, as Entry No. 550444, in Book 801, at Page 487, of official records of Davis County, Utah.

Together with an undivided interest in and to the common areas as the same are established and identified in the maps and declarations referred to hereinabove.

The real property underlying the Phase I Properties has been more fully described as:

Beginning at the point of reverse curve on the North line of Lakeview Drive (radius point bears South 13°47'08" East) said point being South 87°43'23" East 763.50 feet from the West 1/4 corner of Section 28, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence easterly along the arc of an 1808.83 foot radius curve to the right 177.52 feet; thence North 01°15' West 63.00 feet; thence North 65°45' East 130.27 feet; thence

North 12°04'20" West 112.564 feet along a radial line to a point on a 340.00 foot radius curve to the right; thence westerly along the arc of said curve 115.155 feet; thence North 07°20' East 24.00 feet along a radial line to a point on a 316.00 foot radius curve to the right; thence westerly along the arc of said curve 52.12 feet to the point of tangent with a 276.00 radius curve to the right (radius bears North 16°47' East); thence westerly along the arc of said curve 46.726 feet; thence South 26°29' West 24.00 feet along a radial line to a point on a 300.00 foot radius curve to the right; thence westerly along the arc of said curve 122.188 feet; thence South 49°49'10" West 133.00 feet; thence South 15°04'40" East 170.04 feet; thence South 00°12'44" West 123.07 feet along the East line of Lot 55, Lakeview Terrace to the Southeast corner of said Lot 55; thence easterly along the arc of a 420.00 foot radius curve to the left (radius point bears North 00°12'44" East) 102.61 feet to the point of beginning.

C. Declarant's property is also contiguous to a parcel of real property designated for a clubhouse and related common amenities (the "Clubhouse Property"), title to which is vested in Lakeview Terrace Unit Owners Association, a Utah non-profit corporation, and which property has been more fully described as:

Beginning at a point South 87°24'5" East 855.26 feet and North 5°16'25" West 317.28 feet from the West quarter corner of Section 28, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence North 1°58'15" East 33.37 feet; thence North 2°26' West 25 feet; thence South 87°34' West 13 feet; thence North 2°26' West 25 feet; thence North 42°0' East 87 feet; thence South 47°26' East 38.46 feet; thence North 87°34' East 85 feet; thence South 2°26' East 120 feet; thence South 87°34' West 64.44 feet; thence South 7°20' West 30.70 feet to a point on a 316 foot radius curve to the right (radius point bears North 7°20' East); thence westerly along the arc of said curve 52.12 feet to the point of tangency with a 276 foot radius curve to the right; thence westerly along the arc of said curve 46.726 feet to the point of beginning.

D. Declarant desires to include within the Planned Unit Development on the Declarant's Property certain improvements and related common amenities, the locations and specifications of which

are contained in the Official Subdivision Plat Map for the entire Planned Unit Development established hereby.

E. Declarant also desires, subject to terms acceptable to Declarant, to enter into an agreement or agreements between or among the owners of the Declarant's Property, the Phase I Properties and the Clubhouse Property for common use, maintenance, management and operation of the Clubhouse Property.

F. The Declarant desires, by recording this Declaration, to submit all of the Declarant's Property, described in Paragraph A above, to the terms of this Declaration, to vacate and supersede in their entirety all prior covenants, conditions and restrictions affecting the Declarant's Properties, and to provide for establishment of an incorporated homeowner's association to hold title to, and otherwise to contract for use of, common properties and improvements for the benefit of the owners of the entire parcel.

G. Declarant has obtained the acknowledgment and consent to this Declaration from all record owners of the Declarant's Properties, as well as the consent from all parties possessing liens, if any, affecting any portion of that property which, by their execution of this Agreement, or their consents on record with the Davis County Recorder, hereby join in the submission of the Declarant's Properties to the terms of this Declaration.

H. Declarant intends to provide that the individual lots located within the project, together with the undivided ownership interest in the common areas and facilities as specified herein,

shall hereafter be subject to the covenants, restrictions, reservations, assessments, charges and liens herein set forth;

NOW, THEREFORE, Declarant hereby declares that certain parcel of real property described in Article II, below, shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, assessments, charges and liens, which are for the purposes of protecting the value and desirability of the subject property and which shall be construed as covenants of equitable servitude and shall run with the subject property and be binding on all parties having any rights, title or interest in that subject property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

When used in this Declaration, including the recitals hereto, the following terms shall have the meaning indicated:

1.1 Association: Barton Woods, Inc., a Utah Non-Profit Corporation, formed for management of the Project and more fully described in Article IV, below.

1.2 Declarant: Bartonwood Limited Liability Company, a Utah limited liability company, and its successors-in-interest and specific assignees-in-interest to rights and obligations under this Declaration.

1.3 Declaration: This Enabling Declaration of Covenants, Conditions and Restrictions of Barton Woods Planned Unit Development and all amendments hereto.

1.4 Lot: Each individual lot within the Project, as shown on the Map, which lot may or may not be improved and which may or may not include improvements of the type designated on the Map and/or authorized by Bountiful City, Utah.

1.5 Management Committee and Committee: The Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees of the Association. The Committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the By-Laws and rules and regulations of the Association.

1.6 Manager: The person or entity designated by the Association to manage the Project.

1.7 Map: The official subdivision plat map filed and recorded in the Official Records of the Davis County Recorder.

1.8 Mortgage: Deed of Trust as well as a mortgage.

1.9 Mortgagee: Beneficiary or holder under Deed of Trust as well as a mortgage.

1.10 Owner: Any person with an ownership interest in a lot, together with the undivided interest in the common areas as defined herein.

1.11 Person: Legal entity as well as natural person.

1.12 Project: Barton Woods Planned Unit Development.

1.13 Subject Property: The real property underlying the Project, described in Article II below.

ARTICLE II

GRANT AND SUBMISSION

Declarant hereby submits to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder, that certain real property (the "Subject Property") situated in Davis County, Utah, and more fully described as:

Beginning at the Northwest Corner of Lot 61 of Lakeview Terrace Subdivision in Bountiful City, Davis County, Utah, which point is N 0°04'30"E 393.91 ft. along the Section Line and East 244.18 ft. from the West Quarter Corner of Section 28, T.2N., R.1E., S.L.B.&M. and running thence along the boundary of Lot 62 of said Lakeview Terrace Subdivision in the following nine courses: Northeasterly 207.33 ft. along the arc of a 420.00 ft. radius curve to the right through a central angle of 28°16'59" (radius point bears S 87°24'56"E from the point of beginning), Northeasterly 253.12 ft. along the arc of a 280.00 ft. radius curve to the left through a central angle of 51°47'44" (radius point bears N 59°07'57"W from the beginning of the curve), N 82°44'33"E 154.42 ft., N 74°50'01"E 181.72 ft., N 77°55'11"E 292.54 ft., S 72°14'20"E 399.28 ft., S 0°24'05"W 803.99 ft., Southwesterly 122.36 ft. along the arc of a 370.88 ft. radius curve to the right through a central angle of 18°54'12" (radius point bears N 18°40'42"W from the beginning of the curve), Southwesterly 257.69 ft. along the arc of a 1,808.83 ft. radius curve to the left through a central angle of 8°09'45" (radius point bears S 01°13'30"W from the beginning of the curve to the Southeast Corner of Lakeview Terrace Condominiums Phase 1; thence along the boundary of said Phase 1 in the following four courses: N 1°01'30"W 63.00 ft., N 65°58'30"E 130.27 ft., N 11°50'50"W 112.56 ft., Westerly 115.15 ft. along the arc of a 340.00 ft. radius curve to the right through a central angle of 19°24'20"

(radius point bears N 11°50'50"W from the beginning of the curve); thence N 7°33'30"E 54.70 ft. along the extended boundary of said Phase 1; thence N 87°47'30"E 64.44 ft.; thence N 2°12'30"W 25.09 ft.; thence N 2°12'30"W 94.91 ft.; thence S 87°47'31"W 85.00 ft.; thence N 47°12'31"W 38.46 ft.; thence S 42°13'30"W 87.00 ft.; thence S 2°12'30"E 25.00 ft.; thence N 87°47'30"E 13.00 ft.; thence S 2°12'30"E 25.00 ft.; thence S 2°11'48"W 33.37 ft.; thence along the boundary of Lakeview Terrace Condominiums Phase 1 in the following four courses: S 26°42'30"W 24.00 ft., Northwesterly 122.19 ft. along the arc of a 300.00 ft. radius curve to the right through a central angle of 23°20'10" (radius point bears N 26°42'30"E from the beginning of the curve), S 50°02'40"W 133.00 ft., S 14°51'10"E 170.04 ft. to the Northeast Corner of Lot 55 of said Lakeview Terrace Subdivision; thence N 86°38'38"W 68.72 ft.; N 70°01'46"W 69.11 ft.; thence N 44°28'23"W 134.94 ft.; thence N 33°51'54"W 66.65 ft.; thence N 14°33'09"W 65.87 ft.; thence N 4°42'29"W 67.20 ft. to the Northeast Corner of said Lot 61; thence N 87°24'56"W 130.14 ft. along the North line of said Lot 61 to the Point of Beginning.

Containing 16.4679 acres.

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

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

3.1 Name: The Project, as submitted to the provisions of this Declaration, shall be known as Barton Woods Planned Unit Development.

3.2 Description of Lots: The Project consists of individual lots, each of which may or may not be improved and may or may not include improvements authorized on the map and/or by the City of Bountiful, Utah. The improvements on some or all of the

lots may consist of single family or one-half (1/2) of a duplex building with the other one-half (1/2) of the structure being on an adjoining lot. The exterior of all buildings will be constructed of brick on the lower part, with the upper part being wood, stucco and/or such other materials authorized by the Committee. All improvements shall be constructed in a style and of materials architecturally compatible with the other improvements on the Project.

3.3 Description of Lots. The lots in, their locations, and approximate dimensions are indicated on the Map.

3.4 Common Areas and Facilities. The common areas and facilities of the Project shall be and are the roads, grass and lawn areas, clubhouse facilities, specifically designated recreational vehicle and public parking areas, if any, and any and all other common areas and facilities designated as such on the Map, and any other future interests in common areas pursuant to the terms of this Declaration.

3.5 Lots and Rights to Common Areas and Facilities Inseparable: The percentage of undivided interest in the common areas and facilities shall not be separated from the lot to which it appertains and, even though not specifically mentioned in the instrument of transfer or conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer and conveyance of the lot to which they relate.

3.6 Voting - Common Expense - Ownership in Common Areas and Facilities: The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit "A," and shall be used for all purposes including, but not limited to, voting and sharing of the common expenses in the proportionate amount equal to the percentage of undivided ownership therein. The Association shall be the record owner of all common areas and facilities.

3.7 Easements and Encroachments: If any portion of the common areas and facilities or any fences or walls adjacent to a lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the lots, and easements for such encroachments and for the maintenance of the same shall exist for such period of time as may be necessary, desirable or convenient. In addition, encroachments shall be permitted to the Association or its designate upon the lots and the common facilities as may be necessary, convenient or desirable within the Project for: the installation, placing, removal, inspection and maintenance of utility lines and utility service facilities; for regular repairs and maintenance of exterior portions of improvement on the lots; for any emergency or necessary repairs; and for lawn, trees, shrubbery and yard care or maintenance. Easements for such encroachments shall exist for such period of time as may be necessary, convenient or desirable.

3.8 Amendments: In addition to the amendment procedure provided by law and elsewhere in this Declaration, the lot owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of two-thirds (2/3) of the undivided interests in the Project and, until the sale from Declarant of lots having ownership of at least sixty-seven percent (67%) of the common areas and facilities, with the written consent of Declarant, which consents and approvals shall be by duly executed and recorded instruments.

ARTICLE IV

BARTON WOODS, INC.

4.1 Owners Association: The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of Barton Woods, Inc., a Utah Non-Profit Corporation. An owner of a lot shall automatically become a member of the Association and shall remain a member for the period of his ownership.

4.2 Association Management: The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

4.3 Architectural Control: The Association, by and through the Committee, shall be charged and empowered with control of all construction, improvements, and landscaping on the Project

to ensure consistency and compatibility of all improvements and landscaping on the Project.

ARTICLE V

LIMITATION OF USE OF LOTS AND COMMON AREAS

5.1 Purposes: Every lot within the Project shall be used for single family residential living purposes, such purposes to be confined to approved residential buildings within the subject property, whether such lot contains one-half (1/2) of a structure or a self-standing residence building. No lots within the Project shall be occupied or used for commercial or business purposes; provided, however, that nothing in this paragraph 5.1 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or the owner's duly authorized agent from renting or leasing the owner's residential building from time to time, subject to all of the provision of this Declaration.

5.2 No Obligations: Except for portions of the Project expressly designated on the map, there shall be no obstructions of the common areas, and nothing shall be stored in the common areas without the prior consent of the Management Committee.

5.3 Alterations, Additions and Attachments: No building, fence, wall, tennis court, hot tub or similar structure, swimming pool or other structure, satellite dish or receiver, or outside antenna shall be commenced, erected, altered, placed or permitted to exist on any portion of the Project, without the prior written approval of the Management Committee. All buildings,

alterations, improvements, additions and maintenance on the Subject Property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

5.4 Easements: In addition to any easements of record on the Project, the Association shall be entitled to easements on all lots and other portions of the Project for drainage facilities and for installation, maintenance, placing, removal, inspection, painting, repair and improvement of fences, utilities and common areas and facilities, for necessary or emergency repairs, and for maintenance and care of lawns, trees, shrubbery up to the edge of all building constructed in the Project, and such easements shall exist whether or not they are specified on the recorded Map, and in accordance with paragraph 3.7 of Article III, above.

5.5 No Animals: No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept on any lot or in the common areas, except that dogs, cats and other household pets under the weight of fifteen pounds may be kept provided that they are not kept, bred, or maintained for any commercial purpose and, provided further, that they do not become an annoyance or nuisance, for any reason, to any owner or resident of a lot. Such animals as are permitted shall be strictly controlled and kept pursuant to Bountiful City ordinances and regulations, and the rules and regulations of the Management Committee. In addition, the owners of each animal shall be solely responsible for the clean-up of that animal's waste and for repair of all damage cause by that animal.

5.6 No Offensive Activity: No noxious or offensive activity shall be carried on in any lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

5.7 Construction in Common Areas and Lots: Nothing shall be altered or constructed in or removed from the common areas or Lots, except upon the written consent of the Management Committee.

5.8 Rules: The Management Committee is authorized to adopt rules for the use of the common areas and Lots, which rules shall be in writing and furnished to the owners.

5.9 Dumping of Garbage: Except in areas designated on the map or by the Management Committee, no lot or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each lot shall be kept free of trash and refuse by the owner of such lot. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in any lot.

5.10 Excavation: No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

5.11 Parking of Vehicles: No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas of the Project, nor on any lot outside of any enclosed garage, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the map or by the Management Committee. In addition, no boats, campers, trailers, large trucks, motor homes, or similar large items shall be parked or stored on any lot, or in the common areas, except in accordance with rules and regulations adopted by the Management Committee.

ARTICLE VI

INSURANCE

6.1 Obtaining of Insurance Policies: The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the lot owners and the Manager against any liability to the public or to the owners of lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. Each such policy or policies shall be issued on the comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as in respect to his, her or their action against another named insured.

6.2 Other Insurance: In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other Projects similar in construction, design and use.

ARTICLE VII

COMMON ASSESSMENTS

7.1 Payment of Expenses: Each lot owner shall pay to the Management Committee that owner's portion of the costs and expenses required and deemed necessary, and upon the terms of payment determined by the Management Committee, in connection with water, sewer and other utility services and connection fees (if not directly metered or billed to individual lots) to the Project and costs and expenses deemed necessary to manage, maintain and operate the common areas and facilities of the Project, and may include, among other things, the cost of management; taxes; special assessments; fire, casualty and public liability insurance premiums; the Association's share of costs, if any, incurred pursuant to Section 7.4 below; common lighting, if any; landscaping and the care of grounds, both of common areas and lawns and shrubbery on individual lots; maintenance, repairs and painting of the exterior of any structures on the lots; repairs and renovations of common areas and facilities, recreational areas and facilities, if any; snow removal, if any; wages and charges; legal and accounting fees; water and sewer charges not separately metered or charged to lots; cost of operating all gas-fired equipment and the

cost of electricity; expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the Articles of Incorporation or By-Laws of the Association; the payment of any deficit remaining from a previous period; and the creation of a reasonable contingency or other reserve or surplus relating to this Project. Such payments shall be made upon the terms, at the time, and in the manner provided without deduction of any off-sets or claims which the owner may have against the Committee, and if any owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of one and one-half percent (1-1/2%) per month from the date when such installment shall become due to the date of the payment thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the Management Committee in collecting such unpaid assessments, whether or not formal legal proceedings have been commenced.

7.2 Collection of Assessments: The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. The assessment may include a pro-rata reallocation among the lots of any unpaid assessments on a lot which are not assessable against a lot owner, subject to the provisions of Article IX, below. The Committee may include in the cash requirements, for any year, any liabilities or items of expense which accrued or became payable in the previous year or which might have been included in the cash

requirements, for a previous year, but were not included therein, and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. In any year in which there is an excess of assessments received over amounts actually used for the purposes described in this Declaration such excess may, upon written consent of all members, be applied against and reduce the subsequent year's assessment or be refunded to the members. The preceding sentence shall automatically be repealed upon the revocation of Revenue Ruling 70-604, 1970-2, CB 9 promulgated by the Internal Revenue Service or upon a court of competent appellate jurisdiction declaring such Revenue Ruling invalid or upon amendment of the Internal Revenue Code or the Treasury Regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessments or to refund the same in order that such excess be excluded from gross income of the Association.

Notwithstanding any other provision herein to the contrary, assessments and any other charges shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common areas and facilities that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

7.3 Determination of Amounts: The pro-rata portion payable by the owner in and for each year or portion of year shall be the ratio, a sum within limits and on conditions hereinabove

provided, calculated by multiplying the aggregate amount of such cash requirements for such year, or portion of year, by the owner's percentage of undivided interest in the common areas and facilities. All such assessments, together with the additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided by the Management Committee.

7.4 Contracts for Use of Common Areas: The Association shall, if the Management Committee in its sole discretion determines, have the right to enter into an agreement or agreements with the owner or owners of the Phase I properties and/or the Clubhouse Property (as defined in the Recitals to this Agreement) for the Association's participation in or sharing of common areas and facilities between or among the owners of the various properties. The provisions of any such agreement, and the term thereof, shall be upon such conditions, provisions and terms as the Management Committee in its sole discretion determines. Such agreements may provide for the Association to pay its proportionate share of all costs and expenses of such other common areas and facilities, which cost shall be an expense to the Association under Section 7.1 above.

7.5 Unimproved Lots: It is the express intention of this Declaration, and this Declaration shall be so construed, that the entire pro-rata assessments payable to the Management Committee herein shall be made only to the extent so as to allow occupancy of

such lots. Accordingly, notwithstanding any other provisions of this Declaration, the Management Committee shall have discretionary powers to assess amounts less than the entire pro-rata assessments, or no assessments, specified above with respect to any lot on which habitable improvements have not been completed on such lot.

7.6 Powers of Management Committee: The Management Committee shall have discretionary powers to provide in this Declaration and in the Articles of Incorporation and By-Laws of the Association, to prescribe the manner of maintaining the operation of the Project, and to determine the cash requirements of the Management Committee to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the Committee within the bounds of this Declaration shall be final and conclusive as to the owners, and any expenditures made by the Committee within the bounds of this Declaration shall be deemed, as against the owners, necessary and properly made for such purpose.

7.7 Application of Lease Payments: If any owner shall, at any time, let or sublet any lot and shall default for a period of one (1) month in payment of any management assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of such owner occupying the lot, the rent due or becoming due up to the amount of such assessment payable, together with all penalties provided herein. Such payment of rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as

between such tenant or subtenant and such owner to the extent of the amount so paid.

7.8 Collection of Assessments: Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same. The amount of assessment, whether regular or special, assessed to the owner of any lot plus interest at one and one-half percent (1-1/2%) per month and the costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of notice of assessment. Said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(a) Tax and special assessment liens on the lot in favor of any assessment authority, or special district; and

(b) Encumbrances on the owner's lot and such owner's interest in the common areas recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness secured by the lien upon any lot in the Project hereunder shall be conclusive upon the Management Committee and the owners as to the amount of such

indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancer of a lot upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the lot may pay any unpaid common expenses payable with respect to such lot and upon such payment such encumbrancer shall have a lien on such lot for the amounts paid of the same ranks as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof the Management Committee shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure of sale, the owner shall be required to pay the

costs and expenses of such proceedings and reasonable attorney's fees.

In case of foreclosure, the owner shall be required to pay a reasonable rental for the lot from the date the foreclosure action is filed with the Court having jurisdiction over the matter, and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver, at the time such action is filed, to collect the rental without regard to the value of the mortgaged security. In any foreclosure or sale, the owner shall also be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. The Management Committee or Manager shall have the power to bid on the lot at foreclosure or other sale and to hold, lease, mortgage and convey the lot.

ARTICLE VIII

MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary:

8.1 Rights of First Refusal: Any "right of first refusal" which may be granted herein shall not impair the rights of the first mortgagee of a lot to:

- (a) Foreclose or take title to a lot pursuant to the remedies provided in the mortgage, or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) To sell or lease a lot acquired by a mortgagee.

8.2 Title in Mortgagee: Any first mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such lot's unpaid dues or charges which accrue prior to the acquisition of title of such lot by the mortgagee.

8.3 Consent of Mortgagees: Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual lots in the Project have given their prior written approval, the Association or any corporation or trust established by the Association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any common areas or facilities owned, directly or indirectly, by the Association or any corporation or trust established by the Association, for the benefit of the lots in the Project (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common areas and facilities by the Project shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a lot owner;

(c) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof,

pertaining to the architectural design or the exterior appearance of lots, the exterior maintenance of lots, the maintenance of any common property party walls or common fences or driveways, or the upkeep of lawns and plantings in the Project;

(d) Fail to maintain fire and extended coverage on insurable common areas and facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) Use hazard insurance proceeds for losses to any common areas and facilities other than the repair, replacement or reconstruction of such common areas and facilities.

8.4 Taxes and Expenses: First mortgagees of lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common areas and facilities and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common areas and facilities, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

8.5 Notice of Default by Individual Lot Borrower: A first mortgagee of a lot, upon request, shall be entitled to written notification from the Association of any default in the performance by the individual lot borrower of any obligation under

this Declaration, or other constituent documents of this Planned Unit Development, which is not cured within sixty (60) days.

8.6 Management Agreements: Any agreement for professional management of the Project, or any other contract providing for services of the developer, sponsor or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

8.7 No Priority: No provision herein is intended, nor shall it be construed, to give any lot owner, or any other party, priority over any rights of the first mortgagee of a lot pursuant to its mortgage in the case of a distribution to such lot owner of insurance proceeds or condemnation awards for losses to or a taking of common areas and facilities.

ARTICLE IX

VACATING PRIOR COVENANTS

AND RESTRICTIONS

The Declarant, and all other owners of, and lien holders on, any and all portions of the Subject Property, conclusively and irrevocably agree that all prior recorded covenants, conditions, restrictions and declarations of every nature are vacated and terminated in their entirety and are superseded in their entirety by the provisions of this Declaration, including, but not limited to:

- a. The Enabling Declaration of Lakeview Terrace Condominiums Phase No. 1, dated July 16, 1979, together

with the attached bylaws, recorded November 14, 1979, as Entry No. 55044, in Book 801, at pages 487-522, inclusive, of the records of the Davis County Recorder.

b. The First Amendment to the Enabling Declaration and Bylaws of Lakeview Terrace Condominiums, dated October 1, 1987, and recorded October 1, 1987, as Entry No. 0803513, in Book 1196, at pages 1113-1133, inclusive, of the records of the Davis County Recorder.

c. The Record of Survey Map of Lakeview Terrace (Phase 1) recorded in the office of the County Recorder of Davis County, Utah, on November 11, 1979, as Entry No. 550443.

d. Restrictive Covenants, dated December 4, 1974, and recorded December 4, 1974, as Entry No. 405948, in Book 556, at Page 86, et. seq., in the records of the Davis County Recorder.

e. Restrictive Covenants, dated February 18, 1976, and recorded March 8, 1976, as entry No. 429197, in Book 593, at Page 881, et. seq., in the records of the Davis County Recorder.

f. Declaration of Restrictions, dated June 15, 1976, and recorded June 16, 1976, as Entry No. 436079, in Book 605, at pages 430, et. seq. in the records of the Davis County Recorder.

g. Revised Restrictive Covenants, dated June 28, 1979, and recorded October 2, 1979, in Book 795, at Pages

472, et seq., in the records of the Davis County Recorder.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision hereof shall not constitute a waiver of the rights to enforce said provision or any other provision hereof.

10.2 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision hereof.

10.3 Counterparts: This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.4 Governing Law and Jurisdiction: Interpretation and enforcement of this Declaration shall be according to the laws of Utah. Jurisdiction and venue of any dispute hereunder shall be in Davis County, Utah, or in the United States District Court for Utah.

10.5 Default: If any party governed by the terms of this Declaration defaults under any provision hereof, that defaulting

party shall pay all costs and attorneys' fees incurred by any other party to enforce the provisions hereof, whether incurred through formal lawsuit or otherwise.

10.6 Paragraph Numbers and Headings: Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect hereof.

10.7 Effective Date: This Declaration shall take effect upon recording.

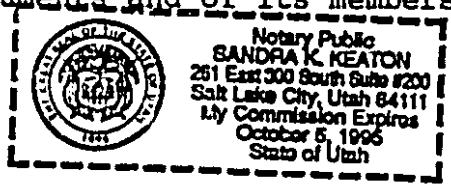
DECLARANT:

BARTONWOOD LIMITED LIABILITY COMPANY
A Utah Limited Liability Company

BY: Lynda L. Hobson
Its: Manager

STATE OF UTAH)
) : SS.
COUNTY OF SALT LAKE)

On the 15th of February, 1993, A.D., personally appeared before me Lynda Hobson, who being duly sworn, did say that she is the Manager of Bartonwood Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of its governing documents and of its members.



Sandra K. Keaton
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

EXHIBIT "A"
**TO THE ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BARTON WOODS PLANNED UNIT DEVELOPMENT**

The Planned Unit Development consists of sixty (60) lots. Improvements on a portion of the lots may consist of single family, detached residential structures; and improvements on the remaining lots may consist of duplex buildings with each such building being situated on two adjoining lots.

Each lot, regardless of the nature of the improvements thereon, shall be entitled to ownership of one-sixtieth (1/60th) undivided interest in the common areas and facilities of the Project; and each Lot shall be responsible for and subject to one-sixtieth (1/60th) of the total assessments by the Association for the Project. One-sixtieth of the interests herein equals one and two-thirds percent (1 2/3%).

BY-LAWS
OF
BARTON WOODS, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Barton Woods, Inc., hereinafter referred to as the "Corporation." The principal office of the Corporation shall be located in Centerville, Utah, but meetings of members and trustees may be held at such places within the State of Utah as may be designated by the Board of Trustees

ARTICLE II

DEFINITIONS

Section 1. "Common Areas and Facilities" shall mean all real property owned and set aside within the Project for the common use and enjoyment of the Owners.

Section 2. "Corporation" shall mean and refer to Barton Woods, Inc., its successors and assigns.

Section 3. "Declarant" shall mean and refer to Bartonwood Limited Liability Company, and its successors and assigns.

Section 4. "Declaration" shall mean and refer to the Enabling Declaration of Covenants, Conditions and Restrictions of Barton Woods Planned Unit Development applicable to the properties within the Project and recorded in the Office of the Davis County Recorder, State of Utah.

Section 5. "Lot" shall mean and refer to any planned unit development lot.

Section 6. "Member" shall mean and refer to each of those persons entitled to membership in the Corporation as provided in the Declaration.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Project" shall mean and refer to the planned unit development project constructed on that certain real property described in the Enabling Declaration of Covenants, Conditions and Restrictions of Barton Woods Planned Unit Development, recorded in the office of the Davis County Recorder, and such additional properties as may hereafter be brought within the jurisdiction of the Corporation.

Section 9. All other references used, but not otherwise defined herein, shall have the meanings defined in the Declaration.

ARTICLE III

MEETINGS OF THE MEMBERS OF THE CORPORATION

Section 1. Annual Meetings: An annual meeting of lot owners shall be held at the Project on the first Monday in June, or at such other time not more than thirty (30) days before or thirty (30) days after such date, as may be designated by written notice of the Board of Trustees, or their designate, delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect

members of the Board of Trustees, financial reports shall be given and such other business conducted as may be properly presented.

Section 2. Special Meeting of the Lot Owners: Special meetings of the lot owners may be called at any time by written notice signed by a majority of the Board of Trustees, or by the owners having one-half (1/2) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project, and the notice thereof shall state the date, time and matters to be considered.

Section 3. Quorum: A quorum for the transaction of business at an Owner's meeting shall consist of a majority of all the undivided ownership interests in common areas and facilities of the Project. If a quorum is not present at an Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours, and no later than thirty (30) days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be twenty-five percent (25%) of all the undivided ownership interests in common areas and facilities in the Project.

Section 4. Voting at Meeting of Lot Owners: At any meeting of owners, each owner shall be entitled to one vote for the Owner's ownership interest in each lot. Any owner may attend and vote at such meeting in person or by agent duly appointed in writing signed by the owner and filed with the Board of Trustees. Where there is more than one record owner for any lot, any or all such owners may

attend any meeting of the owners, but they must act unanimously in order to cast the votes to which they are entitled. The Board of Trustees may accept the votes cast by any one of the record owners of a lot, unless such votes are objected to by any of the other record owners of such lot, and any disagreement between such record owners shall be resolved among themselves; provided, however, that if the record owners are unable to resolve the disagreements among themselves and act unarimously, the Board of Trustees shall not accept the votes of such owners.

Section 5. Notices: Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid, addressed (1) to each such person at the address given by such person to the Board of Trustees or Manager for the purpose of service of such notice, or (2) to the address of the lot owner by such person, if no address has been given to the Board of Trustees or the Manager. Such address may be changed, from time to time, by notice in writing to the Board of Trustees or Manager.

Section 6. Proxies: At all meetings of members, each member may vote either in person or by proxy. All proxies shall be in writing duly signed and dated by the voting member and filed with the Secretary of the Corporation. Every proxy shall be revocable either in writing or personal appearance and shall be automatically void upcn conveyance by the member of his lot.

Section 7. Control by Declarant: Notwithstanding any other provision herein to the contrary, the Declarant shall have the sole voting rights for any purpose whatever in the governing and operating of the Corporation until such time as the members elect to assume voting rights hereunder. The members shall not be entitled to make any such election until the earlier of:

(a) The date by which 75 percent of the lots have been conveyed to lot purchasers; or

(b) Two (2) years after recording of this Declaration.

ARTICLE IV

SELECTION AND TERM OF THE BOARD OF TRUSTEES

Section 1. Number: The affairs of this Corporation shall be managed by a Board of three (3) Trustees who need not be members of the Corporation.

Section 2. Term of Office: At the first annual meeting the members shall elect one (1) Trustee to serve for a term of one (1) year; one (1) Trustee to serve for a term of two (2) years; and one (1) Trustee to serve for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Trustee for a term of three (3) years.

Section 3. Removal: Any trustee may be removed from the Board, with or without cause, by a majority vote of the voting members of the Corporation. Upon the death, resignation or removal of a Trustee, a successor Trustee shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation: No Trustee shall receive compensation for any service that Trustee may render to the Corporation. Any Trustee, however, may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting: The Board of Trustees shall have the authority to take any action in the absence of a meeting which the Trustees could take at a meeting by obtaining the written waiver and approval of all Trustees. Any action so approved shall have the same force and effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination: Nomination for election to the Board of Trustees shall be made either (a) by a Nominating Committee, or (b) from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and one (1) or more voting members of the Corporation. The Nominating Committee shall be specified and appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Trustee as it shall, in its discretion, deem proper.

Section 2. Election. Elections to the Board of Trustees shall be by secret written ballot, unless all of the members present elect otherwise. At such elections the voting members or proper proxies, may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF BOARD OF TRUSTEES

Section 1. Regular Meetings: Regular meetings of the Board of Trustee may be held monthly, or at least once every three (3) months, without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings: Special meetings of the Board of Trustees shall be held when called by (a) the President of the Corporation, or (b) by any two (2) Trustees, after not less than three (3) days written notice to each Trustee.

Section 3. Quorum: A majority of the Trustees shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority of the Trustees present at a duly called and constituted meeting shall represent the act or decision of the entire Board of Trustees.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers: The Board of Trustees shall have the power to:

(a) adopt and publish rules and regulations governing the use of the common areas and facilities by the members and their guests, and to establish penalties for any infraction thereof; and

(b) to suspend the voting rights and right to use of the common areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60), days from infraction of published rules and regulations; and

(c) to exercise on behalf of the Corporation all powers, duties and authority vested in or delegated to the Corporation and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and

(d) to declare the office of a member of the Board of Trustees to be vacant if such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) to employ a manager, an independent contractor, and employees as they deem necessary, and to prescribe their duties.

Section 2. Duties: It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts

and the affairs of the Corporation and to present a statement thereof to the members at the annual meeting of the Corporation; and to present such statement at any special meeting upon written request given at least ten (10) days prior to such meeting by one-fourth (1/4) of the members entitled to vote; and

(b) to supervise all officers, managers, agents and employees of the Corporation, and to assure that their duties are properly performed; and

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and

(ii) to send written notice of any assessment to every owner subject thereto at least thirty (30) days in advance of the annual assessment; and

(iii) within its discretion the Board of Trustees may foreclose any lien against any property for which assessments are not paid or bring an action at law against the owner personally, as authorized by the Declaration; and

(d) to issue, or to cause to be issued, upon demand by any voting member, a written statement setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of any statement. If a signed statement verifies that an assessment has been paid,

such statement shall be conclusive evidence of payment; and

(e) to acquire and maintain adequate liability and hazard insurance on the common areas and facilities owned by the Corporation; and

(f) to require all officers, managers and employees having fiscal responsibilities to be bonded as the Board may deem appropriate; and

(g) to cause the common areas and facilities to be maintained; and

(h) to take all other actions directed or permitted in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The officers of the Corporation shall be a President, Vice-President, Secretary, and a Treasurer, and such other officers as the Board of Trustees may, from time to time, create by resolution.

Section 2. Election of Officers. The election of the officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term: The officers of the Corporation shall be elected annually by the Board and each shall hold office of one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Corporation may require, each

of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine necessary.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time upon giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified herein, and unless otherwise specified to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment from the Board of Trustees. The officer appointed to such vacancy shall have all of the powers of the appointed office and shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Trustees and members and shall assure that orders and resolutions of the Board are carried out; shall sign all

leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The President shall appoint, remove and fix the compensation of all managers, agents and employees of the Corporation subject to approval by the Board of Trustees.

(c) The President shall enforce these By-Laws and perform all of the duties and obligations required or established by law as incident to the office of President.

Vice-President

(d) The Vice-President shall act in the absence or inability of the President, rendering and performing all duties of the President with full authority, and shall exercise and discharge such other duties as may be required of him by the President.

Secretary

(e) The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board of Trustees and of the members; keep the seal, if any, of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the President. The Secretary shall receive and attend to all correspondence and perform all of the duties and obligations incident to the office of Secretary.

Treasurer

(f) The Treasurer shall receive and deposit in appropriate bank accounts the money of the Corporation and such funds as directed by the President or by resolution of the Board; shall sign all checks and promissory notes of the Corporation; keep proper books of account; shall cause an annual examination by the Treasurer of the Corporation books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

The Corporation may appoint a Management Committee as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out the requirements and purposes of the Corporation.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Corporation shall, during reasonable business hours, be subject to inspection by voting members. The Declaration, Articles of Incorporation and these By-Laws shall be available for inspection by any member at the principal office of the Corporation, where copies may be purchased at reasonable cost.

ARTICLE XI

SEAL OF THE CORPORATION

The seal of the Corporation, if the Board of Trustees determines to obtain a seal, shall be in such form as selected by the Board of Trustees.

ARTICLE XII

AMENDMENTS

Section 1. Amendment of Bylaws. These By-Laws may be amended, at a regular or special meeting of the voting members upon the vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflict in Documents. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

Section 1. Governing Law. These By-Laws shall be interpreted according to the laws of the State of Utah.

Section 2. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of Barton Woods, Inc., have hereunto set our hands this 6th day of January, 1993.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Corporation, a Corporation created under the Laws of the State of Utah; and;

THAT the foregoing By-Laws constitute the original By-Laws of Barton Woods, Inc., as adopted at a meeting of the Board of Trustees thereof, held on the 6th day of January, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Corporation this 6th day of January, 1993.

Lynnda R. Hobson
Secretary

STATE OF UTAH)
COUNTY OF BEHAVIOR :SS
SAFETY LAKE)

On the 6th day of January, 1993,
personally
appeared before me Lynnda R. Hobson, who being
first duly sworn did say that he is the Secretary of Barton Woods,

Inc., and that the above document was executed on behalf of said corporation.

Diane Rossi
NOTARY PUBLIC
Residing in: *Beautiful Utah*

My Commission Expires:

4-25-96

