

AUG 18 1978

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MAILED TO: THE BANK OF UT. IS.
400 S. STATE ST. SALT LAKE CITY

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[Signature]

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE BRICKYARD CONDOMINIUMS

THIS DECLARATION, made this 18th day of August,
1978, by THE BRICKYARD ASSOCIATES, a Utah partnership, hereinafter
called "Developer".

RECITALS

1. Upon the recording of this Declaration there is also
being recorded a "Declaration, Brickyard Condominiums - Phase I",
and related Record of Survey Map, both of which concerns a certain
tract of real property in Salt Lake County, Utah. Said instruments
create a condominium project consisting of fifty four (54) residential
units and certain Common Areas and subject the same to certain cov-
enants, conditions, restrictions, easements, assessments, charges,
and liens designed to provide for the preservation of the values and
amenities of such development and for maintenance of certain Common
Areas thereof.

2. Developer desires to provide for the preservation of
the values and amenities in said community and for the maintenance
of driveways, open spaces, lakes, recreational amenities and other
common facilities; and to the same, desires to subject the real pro-
perty described in Article II hereof and the Condominium Units now
or hereafter constructed within the Parcel described below to the
covenants, conditions, restrictions, easements, charges, assessments,
and liens hereinafter set forth, each and all of which is and are
for the benefit of a planned development known as "Brickyard Condo-
miniums" and each Owner thereof.

3. Developer has deemed it desirable for the efficient
preservation of the values and amenities in Brickyard Condominiums
to create an entity to which should be delegated and assigned the
powers and duties of maintaining and administering the Common Prop-
erties, maintaining the Common Areas of all Phases in the develop-
ment and administering and enforcing the covenants, conditions and
restrictions and collecting and disbursing the assessments and charges
hereinafter created.

4. In order to insure the efficient preservation of the
values and amenities of the Condominium Project, the Developer also
intends to provide a management committee for the Project to which
shall be delegated and assigned the powers of managing and enforcing
and administering the covenants, conditions and restrictions set
forth in the Declaration creating the Project.

SECURITY INFORMATION

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5. Developer has incorporated under the laws of the State of Utah, as a non-profit corporation, the Brickyard Home Owners Association for the purpose of exercising the functions aforesaid.

Developer will add to Phase I of this Project a second Phase, which when recorded and declared to be a part of this Condominium Project shall automatically be subject to each provision contained in this Declaration.

NOW, THEREFORE, for the foregoing purposes, Developer makes the following declarations respecting the Parcel described in Article II hereof and the Condominium Project, and Common Properties now or hereafter contained within the Parcel.

ARTICLE I

Definitions

The following terms when used in this document or any supplement hereto, including that portion hereof captioned "RECITALS", unless the context shall prohibit, shall have the following meanings:

1. Covenants shall mean and refer to this Declaration of Covenants, Conditions and Restrictions concerning Brickyard Condominiums, Phase I, and also Brickyard Condominiums, Phase II when such is filed for record with the Salt Lake County Recorder.

2. Entire Tract shall mean the tract of land described in Exhibit "A" attached hereto, which consists of Phase I, which is now made subject to this Declaration, and Phase II which developer will add to Phase I to complete this Project.

3. Parcel shall mean and refer to the real property described in Article II of these Covenants (Phase I), or to Phase II of the Entire Tract when it is recorded in the office of the Salt Lake County Recorder.

4. Declaration shall mean and refer to the Declaration, Brickyard Condominiums - Phase I and also the final Declaration which will affect both Phase I and Phase II.

5. Record of Survey Map or Map shall mean and refer to the Survey Map of the Condominium Project which is recorded in the office of the County Recorder of Salt Lake County, Utah.

6. Condominium Unit or Unit shall mean and refer to one of separately numbered and individually described cubicles of air space described on a Map which is intended to be owned individually, rather than by the Association hereinafter defined, and such items therein as are defined in the Declaration.

7. Project or Condominium Project shall mean and refer to the Brickyard Condominiums development which is created and covered by a Map and related Declaration but excluding the Common Properties (both for Phase I which has now been recorded and for Phase II when added to the Project).

8. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an interest in any Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party shall have acquired title pursuant to the foreclosure or any arrangement or proceeding in lieu thereof.

9. Common Properties shall, at any point in time, mean, refer to and consist of the Parcel described in Article II hereof (and, when Phase II is recorded, the Entire Tract) and all improvements thereon, excepting only that part of the Condominium Project specifically included in the respective Units as defined in the Declaration.

10. Association shall mean and refer to the Brickyard Home Owners Association, a Utah non-profit corporation.

11. Member shall mean and refer to every Owner who holds membership in the Association.

ARTICLE II

Properties Subject to This Declaration

1. The Parcel which is and shall be held, transferred, occupied, and otherwise dealt with subject to the provisions of these Covenants initially consists of the following described real property (Phase I) situate in Salt Lake County, State of Utah, to-wit:

Beginning on the West line of Lot 5, Block 27, Ten Acre Plat "A", Big Field Survey, at a point N 0°03'46" E 1.28 feet from the Southwest corner of said Lot 5, said point of beginning also being North 222.81 feet and West 1827.17 feet from the East 1/4 corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence S 0°03'46" W 17.78 feet; thence S 89°56' E 325.00 feet; thence S 22°45' E 131.00 feet; thence S 0°21' E 122.60 feet; thence N 89°35' E 284.40 feet; thence S 42°15' E 155.46 feet; thence S 45°46' W 465.46 feet to a point on the Northerly line of Brickyard Road, said point being on a 720.0 foot radius curve to the right, the center of which bears N 40°43'28" E, thence along the Northerly line of said

Brickyard Road as follows, Northwesterly along the arc of said curve 91.43 feet to a point of tangency; thence N 42°00' W 263.60 feet; thence N 62°21'51" W 111.36 feet to a point of a 300.0 radius curve to the left; thence Westerly along the arc of said curve 354.15 feet; thence leaving said Northerly line of Brickyard Road, N 0°14' E 318.97 feet; thence N 89°48'44" E 160.0 feet to the point of beginning. Containing 6.896 acres.

EXCLUDING all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are within the above described Parcel.

RESERVING UNTO DEVELOPER, however, such easements and rights of ingress and egress over, across, through, and under the above described Parcel and any improvements now or hereafter constructed thereon as may be reasonably necessary for Developer (in a manner which is reasonable and not inconsistent with the provisions of these Covenants, of any Map, or of the Declaration): (a) to improve portions of the property within the Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Developer may reasonably determine to be appropriate; (b) to improve the above described Parcel with such structures and facilities (including, but not limited to, arterial roads) as Developer may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above described Parcel or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the foregoing reservations shall, unless sooner terminated in accordance with their terms expire 30 years after which these Covenants are filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above described Parcel as may be necessary to enable access to adjoining properties owned by Developer.

All of the foregoing is subject to: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authority; all instruments of record which affect the above described Parcel or any portion thereof including all additions thereto, and also including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

ARTICLE III

Membership and Voting Rights in the Association

1. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be automatic and shall be appurtenant to the Unit in which the Owner has the necessary interest. Neither membership in the Association nor any of the votes attributable to a membership shall be separated from the Unit to which the same appertain.

2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Each Owner, other than the Developer, shall be a Class A member. Class A members shall, with respect to each Unit in which the interest required for membership is held, be entitled to one vote for each Unit owned.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to four votes with respect to each Unit in which it holds the interest required for membership in the Association. Neither the issuance nor the holding of membership certificates or shares of stock shall be necessary to evidence membership in the Association. However, the Board of Directors is authorized to issue membership certificates if it deems such to be advisable or appropriate.

3. Multiple Ownership. In the event there is more than one Owner of a particular Unit, the vote or votes relating to such Unit shall be exercised as such Owners may determine among themselves. A vote or votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote or votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote or votes attributable to such Unit shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE IV

Property Rights in the Common Properties

1. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom. Such right and easement of enjoyment shall include the right to the non-exclusive use by Members, subject to the reasonable restrictions as hereinafter set forth, of Common Properties for recreation, social,

physical needs and desires; and to contribute to the common health, security and happiness of the Members. Any Member may delegate the right and easement of use enjoyment described herein to any tenant, lessee, or contract purchaser who resides on such Member's Unit.

2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time, as in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association on or before two years from the date on which the Declaration is recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah.

3. Extent of Members' Easements. Members' right and easement of use and enjoyment concerning the Common Properties created hereby shall be subject to the following:

(a) The right of the Developer and the Association as provided in its Articles and Bylaws, to suspend a Member's right to the use and enjoyment of any amenities included in the Common Properties for any period during which an assessment on such Member's Unit remains unpaid and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of these Covenants or of any rules or regulations promulgated by the Association;

(b) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Properties;

(c) The right of Salt Lake City or the County of Salt Lake, and any other governmental or quasi-governmental body having jurisdiction over the Common Properties to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Properties for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(d) The right of the Developer or the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such municipal, governmental and/or non-commercial purposes and subject to such conditions as may be agreed to by the Developer or by the Members, provided that no such dedication or transfer by the Association shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken unless an instrument signed by every Member has been recorded, agreeing to such dedication, transfer, purpose or condition.

(e) The right of the Association to borrow money for the purpose of improving the Common Properties and to mortgage the Common Properties, or any part thereof, to carry out such improvements.

ARTICLE V

Covenants for Maintenance Assessment

1. Personal Obligation of Assessments and Lien. Each Owner shall, by acquiring or in any way becoming vested with his interest in a Unit, be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article together with the interests and costs of collection hereinafter provided. All such amounts shall be, constitute, and remain:

(a) A charge and continuing lien upon the Unit with respect to which such assessment is made; and

(b) The personal obligation of the person who is the Owner of the Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights concerning the Common Properties or by abandonment of his Unit.

2. Purpose of Assessments. Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of Unit Owners of the Condominium Project, to the extent matters relate to the Common Properties. The use made by the Association of funds obtained from assessments may include, but not be limited to, the following:

(a) Taxes and insurance on the Common Properties;

(b) Maintenance, repair, and improvement of the Common Properties (not including interior or exterior glass which is a part of or associated with individual Units);

(c) Management and supervision of the Common Properties;

(d) Establishing and funding the reserve to cover major repair or replacement of improvements within the Common Properties; and

(e) Any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation.

3. Special Assessments. From and after the date set under Section 5 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part:

(a) Any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or

(b) The cost of any construction, reconstruction, or unexpectedly required repair or replacement of an improvement or of personal property upon the Common Properties and of the Common Areas of the Project which the Association is obligated to maintain. Any such special assessment in excess of \$3,000.00 must be assented to by two thirds of the votes of each class of membership which members present, in person or represented by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting forth purpose of the meeting shall be sent to all members as required by the Bylaws.

4. Quorum Required. The quorum required for any action authorized by Section 3 above shall be as follows: At the first meeting called for the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If a quorum is not present the meeting shall be adjourned for twenty four (24) hours as provided by the Bylaws.

5. Monthly Assessment Due Dates. The monthly assessments provided for herein shall commence on the date a deed for the Unit to which such membership is appurtenant is delivered by the Developer to the Member. The first monthly installment shall be made for the balance of the month during which a deed for the Unit is delivered to the Member and shall become due and payable on the date a deed for the Unit is delivered to the Member.

6. Rate of Assessments. Both monthly and special assessments relating to the Common Properties shall be at a uniform rate as to all Units in the Project, provided, however, that until a Unit has been both fully improved with all utilities installed and occupied for the first time as a residence, the monthly assessments applicable to such Unit shall be 10% of the monthly assessment fixed for other units.

7. Certificate Regarding Payment. Upon the request of any Owner or prospective purchaser or encumbrancer of a Unit, the Association shall issue a certificate stating whether or not all assessments respecting such Unit are current, and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

8. Effect of Non-Payment -- Remedies. Any assessment not paid when due shall, together with the interest and the costs of collection hereinafter provided, be, constitute, and remain a continuing lien on the Unit. The person who is the Owner of the Unit at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the Assessment

is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Unit. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the Units or any portion thereof subject to assessment. Sale or transfer of such property pursuant to a decree of foreclosure or by strict foreclosure or any other proceeding or deed in lieu of foreclosure, shall relieve such Unit from assessments previously levied, but shall not relieve such Unit from liability for any assessments assessed after such acquisition of title, nor from any lien of any such subsequent assessment.

10. Exempt Property. The following properties subject to these Covenants shall be exempt from the assessments, charges, and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

(b) All public utilities easements.

11. Access at Reasonable Hours. For the purpose solely of performing the Project Maintenance required by this Article, the Association, through its duly authorized employees or Manager shall have the right, after reasonable notice to the Owner, to enter upon any Unit or exterior of any condominium building at reasonable hours on any day except Sunday.

12. Maintenance of Common Properties. The Association shall provide for such maintenance and operation of the Common Properties as may be necessary or desirable to make them appropriately usable by the Owners and to keep them clean, functional, attractive, and generally in good condition and repair.

13. Right of Delegation to Manager. The association may carry out any of its functions which are capable of delegation through a manager. The manager so engaged shall be responsible for managing the Common Properties as well as performing the Project Maintenance and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself.

ARTICLE VI

Insurance

1. The Association shall secure and at all times maintain the following insurance coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of all improvements comprising a part of the Common Properties. The name of the insured under each such policy shall be in form and substance similar to: "Brickyard Home Owner's Association for the use and benefit of the individual Unit Owners and mortgagees as their interests may appear."

(b) A policy or policies insuring the Owners, the Association, and its directors, officers, agents and employees against any liability incident to the ownership, use, or operation of the Common Properties which may arise among themselves, to the public, and to any invitees or tenants of the Developer or of the Owners. Limits of liabilities under such insurance shall not be less than \$300,000 for any one person injured, \$1,000,000 for all persons injured in any one accident, and \$100,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

The following additional provisions shall also apply with respect to insurance:

(a) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against all risks as are or hereafter may be customarily insured against in connection with developments similar to the Common Properties and construction, nature and use, and for the Project Maintenance of each Condominium phase as above mentioned in Article V.

(b) All policies shall be written by a company holding a rating of "AA" or better from the Best Insurance Reports.

(c) The Association shall have the authority to adjust losses.

(d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

(e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: a waiver of the insurer's subrogation rights with respect to the Association, the

Owners, and their respective directors, officers, agents, employees, invitees, and tenants; that it cannot be canceled, suspended, or invalidated, due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated, due to the conduct of the Association or of any director, officer, agent, or employees of the Association without the prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

ARTICLE VIII

Use Restrictions

1. Use of Common Properties. The Common Properties shall be used only in a manner consistent with their community nature. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into by the Association with respect to any portion of the Common Properties.

2. Exception for Developer. Notwithstanding the restrictions contained in Section 1 above, for the 10 year period following the date on which these Covenants are recorded in the office of the County Recorder of Salt Lake County, Utah, Developer shall have the right to use any part of the Common Properties reasonably necessary or appropriate in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate creation and improvement of each and every part of the development and sale of all Units owned by Developer.

ARTICLE VIII

Expansion of Development

1. Additions to Common Properties. The Common Properties may be expanded by Developer's recordation of an amended Declaration submitting an additional Parcel (Phase II) to the Utah Condominium Ownership Act and to the provisions of these Covenants.

2. Limitation. The right to expand the development through the addition of Phase II is limited to an additional 54 Units so that the entire Project will contain 108 Units. Phase II must be recorded within three years from the date hereof to be included as a part of the Brickyard Condominiums.

3. Required Method of Development. Developer intends and hereby obligates itself:

(a) To conduct development of the Entire Tract in such a manner that the ability to use and enjoy the development as

it exists at any point in time shall not be dependent upon the inclusion of any additional Parcel or Project; and

(b) To design any Common Properties in such a way that they are architecturally compatible with the development in previously existed and to construct the same in a good and workman-like manner.

4. Developer's Right to Amend. Until all portions of the Entire Tract are included in the development, or until the right to enlarge the development through the addition of Phase II terminates, whichever event first occurs, Developer shall have, and is hereby vested with, the right to unilaterally amend these Covenants as may be reasonably necessary or desirable:

(a) To more accurately express the intent of any provision of these Covenants in light of then existing circumstances or information;

(b) To better insure, in light of then existing circumstances or information, workability of the arrangement which is contemplated by these Covenants; or

(c) To facilitate the practical, technical, administrative, or functional integration of any additional Parcel or Project into the development.

ARTICLE IX

General Provisions

1. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants, conditions and restrictions of these Covenants shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to these Covenants, his respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date of recordation of these Covenants, at which said Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of a majority of the Units has been recorded, agreeing to change said Covenants in whole or in part. No such agreement or change shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Member at least sixty (60) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent rights or interests relating to the Common Properties or community facilities herein created.

2. Notices. Any notice required to be sent to any Member, Owner, or mortgagee under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Owner, or mortgagee on the records of the Association at the time of such mailing.

3. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Rules and Regulations. The Association shall have the authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Association in carrying out any of its functions.

5. Amendment. Any amendment to these Covenants shall require:

(a) The affirmative vote of at least two thirds of all Class A Membership votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose; and so long as Class B memberships exist.

(b) The written consent of the Developer, written notice setting forth the purpose of the meeting and the substance of the amendments proposed shall be sent to all members at least seven (7) but not more than thirty (30) days prior to the meeting date. The quorum required for any such meeting shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Class A membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in the foregoing portion of this Section 5) at which a quorum shall be one half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the immediately preceding meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation of an instrument executed by the Association (and by the Developer if the Class B membership then exists.) In such instrument an officer or director of the Association shall certify that the vote required by the Section for amendment has occurred.

6. Mortgagee Protection. The lien for unpaid assessments provided for under Article V shall be subordinate to any first mortgage (or trust deed) affecting a Unit, but only to the extent of assessments which become due prior to foreclosure of the mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.

Unless all holders of first mortgages (or trust deeds) on the individual Units have given their prior written approval, neither the Association nor any other party shall be entitled to:

- (a) Partition or subdivide the Common Properties;
- (b) Dedicate or transfer any part of the Common Properties other than roadways included therein; or
- (c) By act or omission seek to abandon or materially alter the arrangement which is established by this Declaration.

7. Assignability of Developer's Rights. All or any portion of the rights of Developer under these Covenants or in any way relating to the Entire Tract, the development, or the Common Properties may be assigned.

8. Interpretation. The captions which precede the Articles and Sections of these Covenants are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. These Covenants have been prepared in conjunction with the Declaration recorded concurrently herewith and should be read and construed in light of that fact and liberally so as to effect all of the purposes of both instruments.

9. Covenants to Run With Land. These Covenants 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 the Developer, all parties who hereafter acquire any interest in a Unit, in a Parcel, or in the development, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units, and in the development shall be subject to, the terms of these Covenants and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated herein. By acquiring any interest in a Unit, or in the development, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of these Covenants.

10. Effective Date. These Covenants and any amendment hereof shall take effect upon its being recorded in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED on the date and year aforesaid.

THE BRICKYARD ASSOCIATES,
a Utah Partnership

Gibbons Realty Company

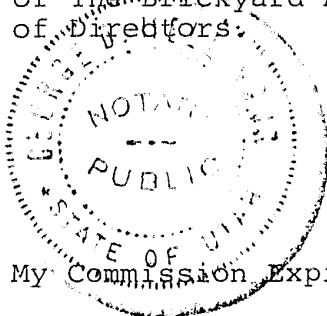
By 
William Gibbons, President

AND

By 
Harold N. Wilkinson, Partner


STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 18th day of AUGUST, 1978, personally appeared before me William Gibbons, who being by me duly sworn, did say that he is the President of Gibbons Realty Company, and that the foregoing instrument was signed by him in behalf of said corporation as a partner of The Brickyard Associates by authority of a resolution of its Board of Directors.

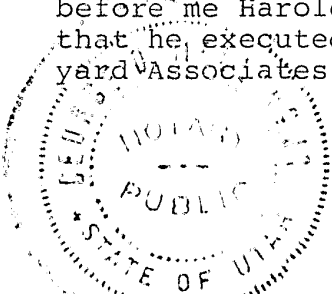


My Commission Expires:

JUNE 6, 1980


NOTARY PUBLIC
Residing at:

On the 18th day of AUGUST, 1978, personally appeared before me Harold N. Wilkinson, who being by me duly sworn, did say that he executed the foregoing instrument as a partner of The Brickyard Associates.



My Commission Expires:

JUNE 6, 1980


NOTARY PUBLIC
Residing at:

EXHIBIT "A"

Beginning at a point on the North Line of Welby Avenue said point being North 19.79 feet and West 2451.89 feet from the East quarter corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°14' East 200.97 feet; thence North 89°48'44" East 623.91 feet; thence South 0°03'46" West 17.78 feet; thence South 89°56' East 325.00 feet; thence South 82°45' East 131.00 feet; thence South 0°21" East 122.60 feet; thence North 89°35' East 284.40 feet; thence South 42°15' East 155.40 feet; thence South 45°46' West 465.46 feet to a point on the Northeasterly line of Brickyard Road, said point being on a 720.00 foot radius curve to the right, the center of which bears North 40°43'28" East; thence along the Northerly line of said Brickyard Road for the next five courses as follows: Northwesterly along the arc of said 720.00 foot radius curve 91.43 feet to the point of tangency; thence North 42° West 263.60 feet; thence North 62°21'51" West 111.36 feet to the point of a 300 Foot radius to the left on the Northerly and Westerly line of Brickyard Road; thence Westerly and Southerly along the arc of said curve 600.23 feet to a point of a 510.00 foot radius compound curve to the left; thence Southerly along the arc of said curve 89.41 feet; thence departing from said Westerly line of Brickyard Road on a 15.00 foot radius curve to the right, the center of which lies North 25°44' West; thence Southwesterly along the arc of said curve 6.74 feet to the point of tangency; thence West 195.91 feet; thence North 17° West 50.54 feet; thence South 89°48'44" West 109.16 feet; thence North 0°14' East 323.96 feet; thence North 35°10'11" West 60.41 feet to the point of beginning.