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Recorded Request of SECURITY TITLE COMPANY
Fee Paid KATIE L. DIXON
Recorder, Salt Lake County, Utah
\$89.00 By Patricia R. Brown
Patricia Brown

1st SEC. BANK OF UT. NA.
405 SOUTH MAIN STREET

MAIL TO: -

FINAL
DECLARATION
BRICKYARD CONDOMINIUMS - PHASES I & II

3197101

THIS DECLARATION is made as of the date hereinafter set forth by THE BRICKYARD ASSOCIATES, a Utah partnership, (hereinafter the "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act.

R E C I T A L S:

- A. Declarant is the owner of that certain tract of land, more particularly described in Article II hereof.
- B. Declarant has constructed Phase I and is in the process of constructing upon said tract Phase II of a condominium project, including certain Units and other improvements (the "Project"). All of Phase II construction has been, or is to be, performed in accordance with the plans and drawings contained in the Record of Survey Map filed for record simultaneously herewith.
- C. Declarant by recording this Declaration, now submits Phase II and all improvements now or hereafter constructed hereon to the provisions of the Utah Condominium Ownership Act.
- D. Said tract and improvements shall be known as BRICKYARD CONDOMINIUMS - PHASE II.
- E. Declarant intends to sell to various purchasers the fee title to the individual Units contained in the Project, together with the undivided ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.
- F. On August 18, 1978, in Book 4725, at Page 814, Entry No. 3155497 of the Records of the Salt Lake County Recorder there was recorded a document headed "Declaration of Covenants, Conditions and Restrictions for the Brickyard Condominiums", (hereinafter referred to as the "Covenants") for the benefit of the Brickyard Condominiums in which are set forth various rights and obligations pertaining to said land. In the Covenants it is provided that the real property described in the Article II of this Declaration will be subject to the Covenants when this Final Declaration is recorded. The Covenants require the maintenance of the common

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areas by the Home Owners Association, and subject the Project to certain covenants, restrictions, easements, charges, and liens in addition to those set forth in this Declaration.

G. The Project now consists of two phases, which upon recording this Final Declaration shall for all purposes be treated as one undivided Project.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

I. Definitions. The terms used herein shall have the meaning stated in the Utah Condominium Act and as follows unless the context otherwise requires.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Title 47, Chapter 8, Utah Code Annotated) as the same may be amended from time to time.

2. Declaration shall mean and refer to this Final Declaration.

3. Map shall mean and refer to the Record of Survey Maps, one of which was recorded with the Phase I Declaration as "The Brickyard (Phase I)," and the other is filed herewith captioned "The Brickyard (Phase II)," each map containing two pages.

4. Property shall mean and refer to the land, the building, if any, all improvements and the structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

5. Common Areas or the Common Areas and Facilities shall mean and refer to and include:

(a) The land on which the buildings and other improvements are constructed and submitted by this Declaration to the terms of the Act.

(b) Those Common Areas and Facilities specifically set forth and designated as such in the Map.

(c) That part of the Condominium Project not specifically included in the respective Units as hereinafter defined.

(d) All limited Common Areas and Facilities.

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(e) All foundations, columns, girders, beams, supports, main walls, retaining walls, roofs, stairs, stairways, entrances and exits of the buildings, exterior walkways, streets, central services such as power, light, gas, all apparatus and installations existing for common use, such recreational and community facilities as may be provided for.

(f) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

(g) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

6. Condominium Unit or Unit means and refers to one of the home Units intended for independent use as defined in the act and as shown (single cross - hatched) in the Map. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

7. Management Committee or the Committee shall mean and refer to the Management Committee of Brickyard Condominiums.

8. Home Owners Association shall mean and refer to the Brickyard Home Owners Association, a Utah non-profit corporation, organized for the purposes set forth in the Brickyard Declaration.

9. Common Expenses shall mean all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-Laws, such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Management Committee, the Unit Owners, or the Association, as hereinafter mentioned, may from time to time adopt.

10. Mortgage shall mean any mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

11. Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a deed of trust.

12. Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Declaration (and shown in the Map by double cross-hatching) as reserved for use of certain Unit or Units to the exclusion of other Units. Limited Common Areas include patios, balconies, storage rooms located adjacent to the Units and rented to Unit owners, and specifically assigned parking areas.

13. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and in the Map.

14. Unit Owner or Owner shall mean and refer to the Owner of the fee in a Unit and the ownership of undivided interest in the Common Areas which is appurtenant thereto. The Declarant shall be deemed to be the Owner of all completed but unsold Units. In the event a Unit is the subject of an executory contract of sale, the contract buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

15. Entire Tract shall mean and refer to the following described real property described in Exhibit "B" attached to this Declaration. The property which this Declaration submits to the terms of the Act comprises only a part of the Entire Tract, the remaining portion of the Entire Tract having already been submitted to the terms of the Act, so that the Project now consists of the Entire Tract. This Declaration does not constitute a lien encumbrance or limitation on any real property other than the Property this Declaration expressly submits to the Act.

16. Condominium Project or Project shall mean and refer to The Brickyard - Phases I & II.

17. Management Body shall mean and refer to either the Management Committee or the Home Owners Association as the context may admit.

18. Management Bodies shall mean and refer to the Management Committee and the Home Owners Association collectively.

19. Phase shall mean either of the two tracts of land, including all improvements constructed thereon and all rights and obligations relating thereto, which are submitted to the terms of the Act.

II. Submission to the Act. Declarant hereby submits to the provisions of the Act the following described real property situated in the County of Salt Lake, State of Utah, (Phase II) which property is and shall be held, transferred, occupied, and otherwise dealt with subject to the provisions of this Declaration, to-wit:

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 463.91 feet; thence South 0°14' West 318.97 feet to a point on a 300.00 foot radius curve to the left on the Northwesterly line of Brickyard Road, the center of said curve lies South 40°00'06" East; thence along the Northwesterly and Westerly line of Brickyard Road for two courses as follows: Southwesterly along the arc of said curve 246.08 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 to a point on a 15.00 foot radius curve to the right 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 to the South line of Welby Avenue; thence North 35°10'11" West 60.41 feet to the point of beginning. Contains 5.616 acres.

Subject to the provisions of the "Declaration of Covenants, Conditions and Restrictions for the Brickyard Condominiums" recorded in the office of the County Recorder of Salt Lake County, Utah on August 18, 1978, as Entry No. 3155497, and subject, also, to all other covenants, conditions, restrictions and easements whether of record or visible.

III. Covenants, Conditions and Restrictions. The foregoing submission is made and under the following covenants, conditions and restrictions:

1. Description of Improvements. The improvements included in the Project are now located on Phases I & II (the Entire Tract), and all of such improvements are described in the Map. The Map indicates the number of stories, the number of Units which are to be contained in the buildings which comprise a part of such improvements, the dimensions of the Units, and other significant facts relating to such improvements. Phase II of the Project is divided into 54 Units contained in nine buildings. The Buildings have two and one half stories, with each Building containing six units. All buildings are of wood frame construction with brick exterior and prefinished exterior siding and soffit with asphalt

shingled roof. The Buildings are supplied with electricity, water and sewage service. The Units are individually heated by gas-forced air furnaces.

2. Description and Legal Status of Units. The Map shows the Unit number of each Unit, its location, dimensions from which its area may be determined, the Limited Common Areas which are reserved for its use, and the Common Areas of the Project.

3. Exhibit "A" Contents. Exhibit "A" attached to this Declaration and made a part hereof furnishes the following information with respect to each: (a) Unit-building designation; (b) par value of each Unit based on points; and (c) its appurtenant undivided ownership interest in the Common Areas.

4. Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither the ownership of undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

5. Determination of Interest in Common Areas. The proportionate share of the Unit Owners in the Common Areas of the Project is based on the par value that each of the Units bear to the total par value of all the Units. The proportionate ownership in the Common Areas shall be for all purposes including, but not limited to, voting and assessment for Common Expenses. The interest of each of the Unit Owners in the Common Areas is as set forth in aforesaid Exhibit "A" which contains both Phase I and Phase II Units.

6. Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

7. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to such Unit, shall always be conveyed, devised, encumbered, or otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or other disposition of a Unit or any part thereof shall constitute a gift, devise,

bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights and obligations created by law or by this Declaration.

8. No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.

9. Use of Common Areas and Limited Common Areas. Subject to the limitations contained in the Declaration, any Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein (and on the Map) for exclusive use by such Unit Owner.

10. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of his Unit and all walls, ceilings, floors, windows and doors within such boundaries. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with, his Unit.

11. Maintenance of Limited Common Areas. Each Owner shall at his own cost keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.

12. Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either to the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the building(s) on the Tract, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

13. Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be

conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas or to another Unit or Units. The Association shall also have such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Association or of Unit Owners; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all such damage. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to the Declaration of Covenants, Conditions and Restrictions for the Brickyard Condominiums above referred to.

14. Right of Ingress, Egress, Lateral Support.

Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit, and to the Limited Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

15. Easement to Management Bodies.

The Management Bodies shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration and the Brickyard Declaration.

16. Easement for Utility Services.

There is hereby created a blanket easement upon, across, over and under the Tract above described in Article II for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

17. Legal Description of a Unit.

Every conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, Utah, and in substantially the following form:

Unit No. _____, in Building _____ of the Brickyard Condominiums, Phase _____, together with the undivided

ownership interest in the Common Areas and Facilities which is actually appurtenant to said Unit, and subject to the Project's Declaration as amended by the Final Declaration, which altered both the magnitude of said undivided ownership interests and the composition of the Common Areas and Facilities to which said interest relates, all of which is set forth, established and identified on the two record of Survey Maps of The Brickyard, Phase I map filed for record in the office of the County Recorder of Salt Lake County, Utah, on the 18th day of August, 1978, in Book 78-8, Page 231 of Plats, as Entry No. 3155499 and Phase II map filed for record in the office of the County Recorder of Salt Lake County, Utah, on the _____ day of _____, 1978, in Book _____, Page _____ of Plats, as Entry No. _____, and as set forth in the Declaration, Brickyard Condominiums, Phase I, recorded August 18, 1978, Entry No. 3155498 in Book 4725, Page 830, as amended by the Final Declaration Brickyard Condominiums, Phases I & II, recorded the _____ day of _____, 1978, Entry No. _____, in Book _____, Page _____, of Official Records, subject to and together with all easements and rights of way as shown and described in said Record of Survey Maps for Phase I and for Phase II and as set forth in said Final Declaration including, but not limited to, the Declaration of Covenants, Conditions and Restrictions dated and recorded the 18th day of August, 1978, Entry No. 3155497, in Book 4725, Page 814 of Official Records, and all amendments thereto.

18. Status and General Authority of Committee.

(a) Until the Home Owners Association has assumed its duties of managing, operating and maintaining the Project, the Project shall be managed, operated, and maintained by the Management Committee as agent for the Unit Owners. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Committee's name. The Management Committee shall have, and is hereby granted, the following authority and powers:

(1) The authority without the vote or consent of the Unit Owners or of any other person(s) to grant or create on such terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.

(2) The authority to execute and record, on behalf of all of the Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent necessary to authorize such amendment.

(3) The power to sue and be sued.

(4) The authority to enter into contracts relating to the Common Areas and other matters over which it has

jurisdiction, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

(5) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances have been obtained.

(6) The power and authority to purchase, or otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(7) The power and authority to add any interest in real property obtained pursuant to subparagraph 6 above to the Project, so long as such action has been authorized by the necessary vote or consent.

(8) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

(9) The power and authority to perform any other acts and to enter into any other transactions, subject to the rights of the Home Owners Association, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

(b) Term and Composition of Committee. Until management of the Project is assumed by the Home Owners Association (at which time the Management Committee shall cease to exist) the Management Committee shall be composed of five (5) members, elected for one-year terms. Members shall serve on the Committee until their successors are elected. Only Unit Members or spouses of Unit Owners and officers, directors, agents and employees of Owners other than individuals shall be eligible for Committee membership. At the annual meeting each Unit Owner may vote his percentage of undivided ownership interest in favor of as many candidate or Committee memberships as there are seats on the Committee to be filled; provided, however, that until title to units representing

sixty percent (60%) of the votes of Unit Owners shall have been conveyed by Declarant to the purchasers thereof the Declarant alone shall have the right (the Right) to select the Management Committee or act as the Management Committee itself. However, Declarant may waive the Right at any time prior to the conveyance of Units representing 60% of the votes of Unit Owners by (i) notifying Unit Owners in writing of such waiver of the Right, and (ii) filing for record in the office of the Salt Lake County Recorder a written notice of waiver of the Right, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded by Declarant. In the event a Committee seat which was filled by the Declarant becomes vacant Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat.

(c) Temporary Function. The Management Committee shall function until not less than 60% of the Units in the Project have been sold, at which time the Home Owners Association shall assume the duties of managing the Project.

(d) Right of Delegation to Manager. The Management Committee 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 Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

(e) Payment for Services, Etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its functions in the Project, whether such Committee or by any person or entity with whom or it contracts. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. It is recognized that the Home Owners Association may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project.

(f) Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and the

benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferrable except to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Unit. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

(g) Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the operations and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and in the Brickyard Declaration creating the Home Owners Association. The Management Committee may suspend any Owner's voting rights at the meeting of the Unit Owners during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owners under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

(h) Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of, the Common Areas requiring expenditure in excess of \$3,000.00 without the prior approval of Unit Owners holding a majority of the voting power.

19. Brickyard Home Owners Association. The conveyance of each Unit and its proportionate share of the Common Areas shall be subject to the covenants, conditions, restrictions, easements, charges and liens as contained in the Declaration and the Covenants and any supplements or amendments thereto recorded in the office of the County Recorder of Salt Lake County, Utah, prior to the conveyance of any Unit. The Covenants provide, inter alia, that all Unit Owners in the Brickyard Condominiums shall, upon becoming same, automatically become members of the Brickyard Home Owners Association which shall own, maintain and administer certain facilities, maintain the Common Areas of the Projects, and enforce the covenants and restrictions as imposed in the Declaration and the Covenants and to collect and disburse the assessments and charges created thereunder.

20. Assessments.

(a) Agreement to Pay Assessments. Each Owner of a Unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Management Bodies or either of them to pay annual assessments made by them or either of them for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

(b) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Bodies to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of management; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Body is required or permitted to maintain pursuant hereto; common lighting; water charges; repairs and maintenance of the Common Areas by the Home Owners Association; wages for employees of the Management Body; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or sinking fund, and any other expenses and liabilities which may be incurred by the Management Bodies for the benefit of the Owners under or by reason of this Declaration.

(c) Apportionment of Expenses. Expenses attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interest in the Common Areas, whether assessable by the Management Committee or the Home Owners Association, provided, however, that for this purpose Declarant shall be deemed to own only the undivided interest in the Common Areas based upon Units which have been completed but not conveyed by Declarant.

(d) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Management Body shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement

of the assessment. Each annual assessment shall be due and payable in monthly installments. Each monthly assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Such monthly assessment becomes payable upon the date the Unit Owner purchases his Unit whether by conveyance of title or entering into a contract of sale and purchase. Such monthly assessment becomes payable upon the date the Unit Owner purchases his Unit whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

(e) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Bodies or either of them, may levy in any assessment year, special assessments, subject to the provisions of Paragraph 18(h) above, payable over such a period as the assessing body may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This paragraph shall not be construed as an independent source of authority for the Management Bodies, or either of them, to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis set forth in subparagraph (c) above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty days after such date.

(f) Lien for Unpaid Assessments. All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Body making the assessment. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded shall be deemed to consent that such liens

shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this section, the Body making the assessment may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by such Body and may be recorded in the office of the County Recorder of Salt Lake County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Body making the assessment in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to such Body any assessments against the Unit which shall become due during the period of foreclosure. Such Body shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of notice of lien shall be executed by the assessing Body and recorded in the office of the County Recorder of Salt Lake County, Utah, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Body with respect to such lien, including priority.

The assessing Body shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the assessing body written notice of such encumbrance.

(g) Personal Obligation Assessments. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Management

Bodies. Suit to recover a money judgment for such personal obligation shall be maintainable by the appropriate Management Body without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit.

(h) Information Concerning Unpaid Assessments.

Upon payment of a reasonable fee not to exceed ten dollars (\$10.00) and upon written request of any Owner or mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Body concerned shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement of account shall be complied with within ten (10) days, all unpaid assessments which to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within a ten (10) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

(i) Purchaser's Obligation. Subject to the provisions of subparagraph (h), a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

(j) Collection by Home Owners Association. It is recognized that the Home Owners Association will maintain the Common Areas of the Project except as otherwise provided in the Brickyard Declaration. It is further recognized that the Management Committee of the Project is authorized to levy assessments for the purposes of performing functions it is authorized to perform within the Project. With respect to the Units in the Project, the Management Committee shall be authorized to utilize the Home Owners Association for the purposes of collecting from the Unit Owners and enforcing liability for the payment of assessments levied pursuant to this Declaration.

21. Use of Condominium.

(a) Single Family Housing Use. Each of the Units in the Project is intended to be used for single family residential housing and is restricted to such use.

(b) Restrictions Concerning Common Areas.

There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Management Body.

(c) Miscellaneous Restrictions. Nothing shall

be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Management Body, but for such activity, would pay, without the prior written consent of the Management Body. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Management Bodies and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

(d) Animals. No livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, but household pets may be kept in Units, subject to strict observances of rules and regulations adopted by the Management Committee.

(e) No Violation of Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the then governing Management Body.

(f) Restrictions in Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Body.

(g) Declarant's Right to Sell Units. Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Management Bodies, or either of them, shall interfere with the completion of the contemplated improvements and sale of the remaining Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office, the showing of the Units, the recreational facilities and the display of signs.

22. Insurance and Bond. The Management Body shall secure or cause to be secured and maintained at all times the following insurance and bond coverages:

(a) A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement value of the entire Project. Such policy or policies shall be made payable to the Management Body and all persons holding an interest in the Project or any of the Units, as their interests may appear.

(b) An appropriate fidelity bond coverage for any person or entity handling funds of the Management Committee, including, but not limited to, employees of the professional managers, the amount of such coverage to be as required by the Federal National Mortgage Association.

(c) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use, or operation of the Project or of any Unit which may arise among themselves, to the public, and to any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall be not less than \$300,000.00 for any person injured, \$1,000,000.00 for all persons injured in any one accident, and \$100,000.00 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.

(d) The following additional provisions shall apply with respect to insurance:

(1) In addition to the insurance described above, the Management Body shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily

insured against in connection with condominium projects similar to the Project in construction, nature, and use.

(2) The Management Body shall have the authority to adjust losses.

(3) Insurance secured and maintained by the Management Body shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgages.

(4) Each policy of insurance obtained by the Management Body shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be cancelled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Management Body or of the Manager without a 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 Unit Owners.

(5) Any Unit Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Management Body. Any Unit Owner who individually obtains insurance covering any portion of the Project shall supply the Management Body with a copy of his policy within thirty (30) days after he acquires such insurance.

(6) Notwithstanding anything herein contained to the contrary, insurance coverages must be in such amounts and meet other requirements of the Federal National Mortgage Association.

23. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Condominium Project, the following procedures shall apply:

(a) If proceeds of the insurance maintained by the Management Body are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

(b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Body are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

(c) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Body are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.

(d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Body are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% elect to repair or reconstruct the affected improvements, the Management Body shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953) shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph 23 shall be accomplished at the instance and direction of the Management Body. Any determination which is required to be made by this Paragraph 23 regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive.

24. Amendment. Except as provided below, the vote of at least 2/3 of the undivided ownership interest in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Body. In such instrument the Management Body shall certify that the vote required by this paragraph for amendment has occurred. The foregoing right of amendment shall be subject to the following paramount right:

Until Units representing 75% of the undivided ownership interest in Brickyard Condominiums have been sold, Declarant shall have, and is hereby vested with, the right to amend this Declaration or the Record of Survey Map. Such right shall obtain without regard to the subject matter of amendment so long as the amendment involved is consistent with law.

25. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated

percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of undivided ownership interest.

26. Service of Process. George D. Melling, Jr., whose address is 800 Continental Bank Building, Salt Lake City, Utah, is the person to receive service of process in cases authorized by the Act. The Management Body shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Salt Lake County, State of Utah. Provided, however, that the agent for service of process named in the Declaration relating to the Phase most recently added to the Project shall automatically constitute such agent for the Project, and shall automatically replace any agent previously named by the Management Body or any agent designated in any enabling declaration relating to a previously added Phase.

27. Mortgagee Protection. Notwithstanding anything to the contrary contained in the Declaration:

(a) An adequate reserve fund for replacement of the common areas must be established and shall be funded by regular monthly payments rather than by special assessments.

(b) There shall be established a working capital fund for the initial months of operation of the Project equal to a minimum amount of two months' estimated Common Area charge for each Unit.

(c) Any mortgage holder which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal" or other provisions relating to sale or lease of the Units in the Project.

(d) The holder of first mortgages will have the right to examine the books and records of the Home Owner's Association and to require annual reports and other data; and receive written notice of all meetings of the Home Owner's Association and be permitted to designate a representative to attend all such meetings.

(e) The Management Body shall employ and supervise an experienced, professional manager for the condominium Project unless the Federal National Mortgage Association waives this requirement involving any management agreement.

(f) Any management agreement for the Project shall be terminable by the Management Body for cause upon thirty (30) days' written notice thereof and the term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods.

(g) In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, the institutional holder of any first mortgage on a Unit shall be entitled to timely written notice to any such damage or destruction. No Unit Owner or other party shall be entitled to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(h) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any first mortgage of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

(i) With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his unit for transient or hotel purposes. No Unit Owner may lease less than the entire unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

(j) Each holder of a first mortgage lien on a unit who comes into possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit, except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units in the Project, including the mortgaged Unit.

(k) Any holder of the Mortgage is entitled to written notification from the Management Body of any default by the Mortgagor of such Unit in the performance of such Mortgagor's

obligation under the Declaration which is not cured within thirty (30) days.

(l) Any lien which the Management Body may have on any Unit in the Project for the payment of Common Expense assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(m) Unless at least 100% of the first Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval neither the Management Body nor the Association of Unit Owners shall:

(1) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

(2) Change the pro-rata interest or obligations of any Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.

(3) Partition or subdivide any Unit.

(4) Make any material amendment to the Declaration or to the By-Laws of the Management Body including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Common Areas, except as provided in paragraph 24 relating to expansion of the Project and paragraph 25.

(5) By act or omission, seek to amend, partition, subdivide, encumber, sell, or transfer, the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph).

(6) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to the Common Areas) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or the Common Areas of the Project.

(7) Terminate professional management and assume self management of the Project.

28. Duty of Owner to Pay Taxes on Unit Owned. It is understood that under the Act each Unit (and its percentage of interest in the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and the special district(s) for all types of taxes and assessments authorized by law, and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against him on his Unit.

29. Enforcement. Each Unit Owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with the decisions adopted pursuant to this Declaration and the administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Body or manager on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner.

30. Indemnification of Management Committee. Each member of the Management Bodies shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or having been a member of said Bodies.

31. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

32. Severability. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

33. Topical Headings. The headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any paragraph or provision hereof.

34. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant has caused this instrument to be executed and its seal be affixed hereto on the 11th day of OCTOBER, 1978.

THE BRICKYARD ASSOCIATES

Gibbons Realty Company

By 
William A. Gibbons, President

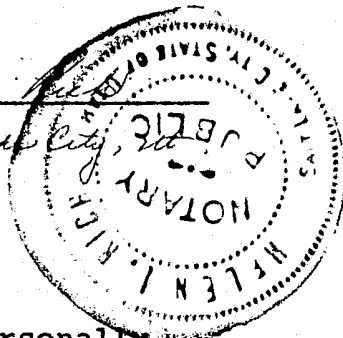
And


HAROLD N. WILKINSON, Partner

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

On the 11 day of October, 1978, personally appeared before me William A. 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.

Helene I. Rich
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

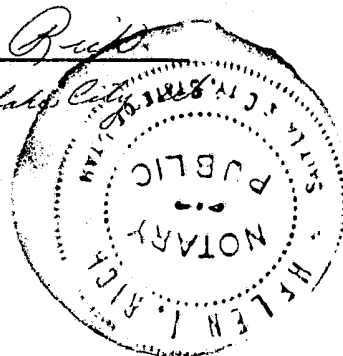


My Commission Expires:

2-24-80

On the 11 day of October, 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.

Helene I. Rich
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



My Commission Expires:

2-24-80

BOOK 4771 PAGE 424

CONSENT OF MORTGAGEE

First Security Bank of Utah N.A., a corporation of the United States, hereby consents, acknowledges and affirms as follows:

1. That it is the Trustee and Beneficiary of a Deed of Trust between it, as Trustee, and The Brickyard Associates as Trustor, affecting the real property (said Deed of Trust being duly recorded) described in Article II of the Declaration of Brickyard Condominium - to which this Consent is attached; and

2. That the aforesaid Deed of Trust is and shall be subject to all of the terms and conditions as set forth in the said Declaration and the related Record of Survey Map, and further that the aforesaid Declaration and Record of Survey Map shall take effect upon recording.

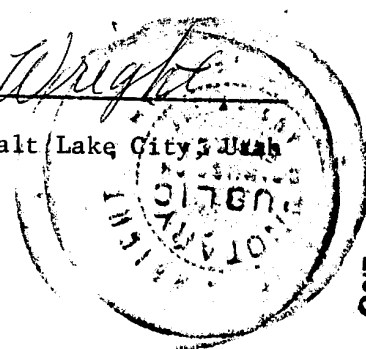
DATED this 23rd day of October, 1978.

First Security Bank of Utah N.A.

By William H. Starkweather
William H. Starkweather
Assistant Vice President

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

On this 23rd day of October, 1978, personally appeared before me William H. Starkweather, who being by me duly sworn, did say that he is the Assistant Vice President of First Security Bank of Utah N.A., a corporation of the United States, and that the foregoing "Consent of Mortgagee" was signed by him in behalf of said corporation by authority of a resolution of its Board of Directors.

Willie B. Wright
NOTARY PUBLIC
Residing at: Salt Lake City, Utah


My Commission Expires:

August 27, 1980

BOOK 4771 PAGE 425

EXHIBIT "A"

<u>Building and Unit No.</u>	<u>Par Value (Based on Points)</u>	<u>Appurtenant Undivided Interest in Common Areas</u>	
1	101	32	.8889%
1	102	32	.8889%
1	103	27	.7500%
1	104	27	.7500%
1	105	41	1.1389%
1	106	41	1.1389%
2	201	32	.8889%
2	202	32	.8889%
2	203	27	.7500%
2	204	27	.7500%
2	205	41	1.1389%
2	206	41	1.1389%
3	301	32	.8889%
3	302	32	.8889%
3	303	27	.7500%
3	304	27	.7500%
3	305	41	1.1389%
3	306	41	1.1389%
4	401	32	.8889%
4	402	32	.8889%
4	403	27	.7500%
4	404	27	.7500%
4	405	41	1.1389%
4	406	41	1.1389%
5	501	32	.8889%
5	502	32	.8889%
5	503	27	.7500%
5	504	27	.7500%
5	505	41	1.1389%
5	506	41	1.1389%
6	601	32	.8889%
6	602	32	.8889%
6	603	27	.7500%
6	604	27	.7500%
6	605	41	1.1389%
6	606	41	1.1389%

<u>Building and Unit No.</u>		<u>Par Value (Based on Points)</u>	<u>Appurtenant Undivided Interest in Common Areas</u>
7	701	32	.8889%
7	702	32	.8889%
7	703	27	.7500%
7	704	27	.7500%
7	705	41	1.1389%
7	706	41	1.1389%
8	801	32	.8889%
8	802	32	.8889%
8	803	27	.7500%
8	804	27	.7500%
8	805	41	1.1389%
8	806	41	1.1389%
9	901	32	.8889%
9	902	32	.8889%
9	903	27	.7500%
9	904	27	.7500%
9	905	41	1.1389%
9	906	41	1.1389%
10	1001	32	.8889%
10	1002	32	.8889%
10	1003	27	.7500%
10	1004	27	.7500%
10	1005	41	1.1389%
10	1006	41	1.1389%
11	1101	32	.8889%
11	1102	32	.8889%
11	1103	27	.7500%
11	1104	27	.7500%
11	1105	41	1.1389%
11	1106	41	1.1389%
12	1201	32	.8889%
12	1202	32	.8889%
12	1203	27	.7500%
12	1204	27	.7500%
12	1205	41	1.1389%
12	1206	41	1.1389%
13	1301	32	.8889%
13	1302	32	.8889%
13	1303	27	.7500%
13	1304	27	.7500%
13	1305	41	1.1389%
13	1306	41	1.1389%

<u>Building and Unit No.</u>	<u>Par Value (Based on Points)</u>	<u>Appurtenant Undivided Interest in Common Areas</u>	
14	1401	32	.8889%
14	1402	32	.8889%
14	1403	27	.7500%
14	1404	27	.7500%
14	1405	41	1.1389%
14	1406	41	1.1389%
15	1501	32	.8889%
15	1502	32	.8889%
15	1503	27	.7500%
15	1504	27	.7500%
15	1505	41	1.1389%
15	1506	41	1.1389%
16	1601	32	.8889%
16	1602	32	.8889%
16	1603	27	.7500%
16	1604	27	.7500%
16	1605	41	1.1389%
16	1606	41	1.1389%
17	1701	32	.8889%
17	1702	32	.8889%
17	1703	27	.7500%
17	1704	27	.7500%
17	1705	41	1.1389%
17	1706	41	1.1389%
18	1801	32	.8889%
18	1802	32	.8889%
18	1803	27	.7500%
18	1804	27	.7500%
18	1805	41	1.1389%
18	1806	41	1.1389%

3600

100%

EXHIBIT "B"

Beginning at a point on the North Line of Welby Avenue said point being North 19.97 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°02'46" 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°11'51" 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.

presented to the Board of Commissioners
AND APPROVED

NOV 7 1978

Mildred V. Higham
CITY RECORDER

SALT LAKE CITY APPROVAL

On this 7th day of November, 1978,

Salt Lake City Corporation, a Body Politic, a Corporation of the State of Utah, and the municipality in which the Brickyard Condominiums are located, hereby gives final approval to said project to the foregoing declaration, to the record of survey map recorded concurrently herewith, and to the attributes of said project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by the Laws of Utah 1975, Chapter 173, Section 18.

SALT LAKE CITY CORPORATION

By *[Signature]*
Mayor

Attest: *Mildred V. Higham*
Recorder

