

WHEN RECORDED RETURN TO:

J. Craig Carman  
Carman & Associates, P.C.  
2811 West 2300 South  
Salt Lake City, Utah 84119

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DEP \_\_\_\_\_  
Mark Ebert  
MARK EBERT

Dec 10 9 47 AM '95  
Brookland

KATHY L. DIXON  
REGISTRAR  
SALT LAKE COUNTY,  
UTAH

4174332

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

FOR LONDON STREET, INC.

THIS DECLARATION is made this 9<sup>th</sup> day of December, 1985, by Brookland Management and Development Group, herein referred to as "Declarant".

RECITALS:

WHEREAS, Declarant is the record owner of that certain tract of real property more particularly described in Article II hereof, and

WHEREAS, various improvements have been or will be made to the tract so as to enable its use and operation as a condominium project. The construction of all such improvements has been or will be performed in accordance with the information contained in this Declaration and in the Record of Survey Map, and

WHEREAS, Declarant desires, by filing this Declaration and the Survey Map, to submit said tract and all improvements now or hereafter constructed thereon to the provisions of the Utah Condominium Ownership Act as a condominium project to be known as "London Street". Declarant reserves the right to expand the Project to include certain additional real property and improvements thereto, and

WHEREAS, Declarant intends to sell and convey to various persons fee title to individual units now or hereafter contained in the Project, together with the undivided ownership interests in the common areas and facilities appurtenant to such units, subject to the covenants, restrictions and limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration.

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ARTICLE I  
DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

Section 1. "Association" or "Owner's Association" shall mean and refer to Lundon Street Homeowners' Association, a non-profit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property and private utilities for the common use and enjoyment of the owners, including but not limited to, any private streets, open streets, club house, swimming pool and open space. The term "Common Area" as defined herein does not obligate anyone to construct the improvements listed below but merely indicates that if said improvements are constructed they shall be deemed common area.

Section 3. "Limited Common Area 1" shall mean and include those portions of the Common Area reserved for the use of certain Lots to the exclusion of other Lots. Limited Common Area 1 shall include the front and side yards adjacent to and contiguous with certain Lots more particularly described on the record of survey map.

Section 4. "Limited Common Area 2" shall mean and include those portions of the Common Area reserved for the use of the owners of certain Lots to the exclusion of the owners of other Lots. Limited Common Area 2 shall include the backyards adjacent to and contiguous with said Lots more particularly described on the record of survey map.

Section 5. "Lot" shall mean and refer to a recorded Lot, together with any Unit thereon within the existing property or any other properties annexed pursuant to this Declaration, upon which there has been or will be constructed a single family residence, but shall not mean or include any Common Area or Limited Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" or "Unit Owner" or "Unit

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Estate Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. An Owner shall have title to the Unit he has purchased, and shall have the rights to the common areas as described in Article IV. A unit may be held and owned by more than one person as joint tenants, or as tenants in common, or in any other real property tenancy relationship recognized under the laws of the State of Utah.

Section 8. "Declarant" shall mean and refer to Brookland Management and Development Group, its successors and assigns.

Section 9. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 10. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 11. "Unit" shall refer to the improvement constructed upon a particular lot. Where two Units are adjoining, each Unit shall extend to the center of each common wall or to the center of the air space between walls where double wall construction is used.

## ARTICLE II THE PROJECT

Section 1. Property. The following property is hereby submitted pursuant to the provisions of the Utah Condominium Ownership Act, which property is located in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto.

### Section 2. Description of Improvements.

A. There shall be constructed upon the property 18 two story units with basements which shall be constructed of concrete, lumber, rock, stucco, gypsum and other materials consistent with local building codes and procedures.

B. In addition, the other significant improvements to the property shall include the following:

1. Swimming pool

2. Club house
3. Parking area
4. Fencing
5. Landscaping
6. Sidewalks
7. Small stream and bridge

C. Attached to this Declaration as Exhibit "B" is the following information with respect to each unit:

1. Unit number
2. Percentage of undivided ownership interest in the Common Area as set forth on Exhibit "B".

D. Purpose. All Units are intended to be used for residential housing and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract in the appearance or value from any other Unit, so as to create a nuisance, or to interfere with the rights of any Unit Owner or in any way which would increase the cost of any insurance covering the Project.

E. Service by Process. The name of the person to receive service of process together with the place of business of such person within Salt Lake County is as follows:

J. Craig Carman  
1811 West 2300 South  
Salt Lake City, Utah 84119

Such registered agent may be changed by the Association at any time and from time to time.

F. Amendment. Unit owners shall have the right to amend this Declaration. This right shall be exercised as follows:

1. Amendments of a material nature, must be agreed to by Unit Owners representing at least 67% of the total allocated votes in the Owners' Association. In addition, consent to such amendments must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Unit Estates that are subject to mortgages held by eligible holders.

2. Amendments of a material nature

include amendments relating to the following:

- a. Voting;
- b. Assessments, assessment liens, or subordination of liens;
- c. Reserves for maintenance, repair, and replacement of the common areas and facilities;
- d. Insurance or fidelity bonds;
- e. Rights to use of the common areas or facilities;
- f. Responsibility of maintenance and repair of several portions of the projects;
- g. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- h. The boundaries of any unit;
- i. The interest in the common areas and facilities or limited common areas;
- j. Convertibility of units into common areas or of common areas into units;
- k. Leasing of condominium units;
- l. Imposition of any right of first refusal or similar restriction of the right of any unit owner to sell, transfer, or otherwise convey his or her condominium unit;
- m. Express benefits or right of mortgagees, eligible mortgagees, or eligible insurers or guarantors; and
- n. The requirement that the project be professionally managed rather than self managed.

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3. Eligible Mortgage Holders are holders of a first mortgage on a Unit Estate who, pursuant to Article X, Section 2, have requested the Owners' Association to notify them of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

G. Right to Expand.

1. The Declarant specifically reserves the right to expand the Condominium Project as provided herein.

2. The Project may be expanded at any time within seven years of the date of recording of the Declaration. The right of expansion will not be terminated during said seven year period. Unit Owner's shall have no right to terminate Declarant's right to expand hereunder.

3. The legal description of all land that may be added to the Project is set forth on Exhibit "C" attached. There are no limitations as to what portion of the land described in Exhibit "C" may be added to the project.

4. The land described in Exhibit "C" may be added to the condominium project at such times and in such order and quantity as Declarant deems appropriate.

5. No assurances are made as to the locations of any improvements that may be made on any portions of the additional land added to the Condominium Project.

6. The maximum number of Units that may be created on the additional property is 36. The maximum number of Units per acre that may be created on any such portion of the additional land shall not exceed 9 Units per acre.

7. Any future construction performed under this paragraph will be consistent with the initial improvements on the property in terms of quality of construction, though not necessarily of the same building materials or architectural style. Any units added to the project pursuant to this section shall be restricted exclusively to residential use.

8. No assurances are given as to any other improvements that may be made on any portion of the additional land added to the Condominium Project.

9. Any Units that may be created on any portion of the additional land added to the Condominium Project shall be substantially identical to the units depicted on the record of survey map for this project recorded with the Salt Lake County Recorder.

10. No assurances are given relative to Declarants right to create limited common areas and facilities within any portion of the additional land added to the Condominium Project.

11. The effective date for making assessments and the granting of voting rights to annexed units shall be the date when equitable or legal title is vested in a third party buyer.

12. All improvements intended for future phases will be substantially completed prior to annexation.

13. Any expansion of the Project through the addition thereto of the additional land or portions thereof, and through the creation on the portions of the additional lands concerned of additional Units, shall be such that the owner of each lot shall own an equal undivided interest in the common areas, limited common areas and facilities. This undivided interest shall not be separated from the lot to which it appertains and shall be deemed to be conveyed, or encumbered or leased with the lot even though said interests are not expressly mentioned or described in the conveyance or other instrument.

14. The supplements to this Declaration and to the Survey Map by which addition to the Project of any portion of the additional land is accomplished shall be executed by Declarant, shall be in recordable form and must be filed for record in the office of the County Recorder of Salt Lake County, Utah.

ARTICLE III  
MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to

assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performances of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 above with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the vote-holders determine among themselves, but in no event shall more than (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section 1.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws of the Association.



ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON AND LIMITED AREAS.

Section 1. Members' Easements of Enjoyment.

Every member shall have a right and easement of enjoyment in and to the common area in the fractions expressed in Exhibit "B" to this Declaration. Each Lot owner shall have the exclusive right and easement of enjoyment in and to the Limited Common Area 1 and Limited Common Area 2 assigned to said Lot, and such easements shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

A. The right of the Association to establish uniform rules and regulations pertaining to the private streets and the recreational facilities thereof.

B. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinate to the rights of the members.

C. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a unanimous vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over the road system or any other designated utility easement areas for utility purposes.

D. The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within the tract or any property annexed hereto, which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the common areas and facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of

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enjoyment to the common and limited areas and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common and limited areas and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common and Limited Common Areas. The Owner of each Lot shall own an equal undivided interest in the common areas, limited common areas and facilities. This undivided interest shall not be separated from the Lot to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Lot even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 5. Profits from Common Areas. The common profits of the property, if any, shall be distributed among the Unit Owners according to their respective percentage or fractional undivided interests in the common areas and facilities.

Section 6. Maintenance of Common and Limited Common Areas. With respect to the Common Areas and Limited Common Area 1, the Association shall landscape, maintain and keep in an orderly condition said Common and Limited Common Area. The owner of the Lot with respect to which the Limited Common Area 2 is appurtenant shall have the responsibility to landscape, maintain and keep in an orderly condition said Limited Common Area. In the event the Owner of said Lot does not fulfill his responsibilities under this Section 5, the Association may perform said landscaping, maintenance and other improvement and assess said Lot owner for the cost thereof.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Class A member, by acceptance of a real estate contract or deed therefor, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association:

(1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and cost of collection thereof, as herein after provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. The lien herein provided for will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent assessment was due. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. This personal obligation shall pass to his successors in title even if not expressly assumed by such successors in title. However, any such successor in title shall be entitled to a statement from the Owner's Association setting forth the amounts of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the unit conveyed be subject to, a lien for any unpaid assessments against the grantor in excess of the amount set forth. No membership may be transferred to a subsequent lot owner until all due interest and penalty charges have been paid in full.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the Common Areas and Limited Common Areas, properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area, including gatekeepers.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose

of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy as a meeting duly called for this purpose (excluding the voting power of Declarant), written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate on all lots owned by Class A members and may be collected on a monthly or annual basis.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot by an owner. Monthly or annual assessments will be payable at times determined by the Board of Trustees of the Association.

For the years 1984, 1985, and 1986, all Class A members of the Association shall be assessed a flat rate of \$69.00 per lot per month, based upon ownership on the last day of each month. Said fee shall not include the services of a security guard(s) if such is established during this period by vote of members of the Association.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate that the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Unforeseen Expenditures. To insure that the Owner's Association will have funds to meet unforeseen expenditures or to purchase any additional equipment or services, the Declarant will establish a working capital fund at least equal to two months estimated common charges for each Unit. Any amounts paid into this fund will not be considered as an advance payment of regular assessments. Each

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Unit's share of the working capital fund will be collected at the time the sale of the Unit is closed and will then be transferred to the Owner's Association for deposit to a segregated fund. Within 60 days after closing has been held for the first Unit, the Declarant will pay each unsold Unit's share of the working capital to the Owner's Association. The Declarant will than reimburse itself for this payment from the funds collected at closing when the unsold Units are sold.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties dedicated to and accepted by a local public authority;

(b) the Common Area, Limited Common Area 1, and Limited Common Area 2.

(c) All properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah; and

(d) all Class B memberships.

ARTICLE VI  
NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action and fees in pursuing any such lawsuit (including attorneys fees), and in the event a judgment is obtained,

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such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of lien is deposited in the United States mail, certified or registered, and mailed to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and

(2) the foreclosure of the lien of deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure of deed given in lieu of foreclosure.

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, or other structure shall be erected upon the properties, nor shall any exterior addition to or change or alteration therein, including color, materials, or antennas, be made until the plans and specification showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Architectural Committee provided for in Section 5 hereof.

Section 2. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community and shall landscape the Limited Common Areas in a manner as approved by the Architectural Committee.

Section 3. Maintenance of Entrance Ways. Commencing at the time of occupancy or completion of the dwelling, each Class A owner of corner lots shall be responsible to maintain in an attractive manner any special landscaping placed at street entrances by the Declarant or the Association. Such maintenance shall include watering and weeding of planting areas. The Association shall be responsible for maintenance of signs and special lighting.

Section 4. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of two (2) years following commencement of construction. The front, side and rear yards of each lot shall be landscaped within a period of

one (1) year following completion or occupancy of each dwelling.

All Class A members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 5. Appointment of Architectural Committee. The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Committee, the Board of Trustees of the Association, with the approval of the Declarant, shall appoint such member's successor.

Section 6. General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall be in force for a period of twenty-five (25) years from the date of the recording of this declaration. Such powers and duties shall continue following the twenty-five year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said Representatives may be the members of the Board of Trustees of the Association.

Section 7. Certain Work Prohibited. Notwithstanding the above provisions, no Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value, or impair any easement or hereditment, without first obtaining the unanimous written consent of all other Unit Owner's.

ARTICLE VIII  
DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Transfer of Power. The Declarant will transfer control of the Owners Association to the unit owners no later than the earlier of: (a) Four months after 75% of the units of the projects have been conveyed to Unit purchasers; or (b) Five years after the first unit is conveyed.



Section 2. Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

A. Own, and/or maintain and otherwise manage all the Common Areas and Limited Common Areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures and all other property acquired by the Association.

B. Establish and maintain street entrance ways on corner lots, including maintenance of street signs and special lighting which may exist. Watering and weeding of planting areas shall be the responsibility of Lot owners.

C. Pay any real and personal property taxes and other charges assessed against the common areas.

D. Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and refuse collection.

E. Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

F. Maintain in force, and pay the premiums for hazard insurance meeting the following requirements:

(1) A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas; Units; fixtures, building service equipment, personal property, and supplies comprising a part of the Common Areas and Facilities or owned by the Owners Association; and fixtures, equipment, or other property comprising a part of, or located with, any Unit and which are of a class typically encumbered by Mortgages held by the Federal National Mortgage Association (hereinafter, "FNMA") or other similar institutional Mortgage investors; but excluding land, foundations, excavation, and other items normally not

covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. As a minimum such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to condominium projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage.

(ii) If a steam boiler is or comes to be in operation in the Project, there shall be maintained a policy of insurance providing coverage against loss or damage resulting from steam boiler equipment accidents in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location or such greater amount as deemed prudent based on the nature of the Project.

(iii) If the Project is or comes to be situated in an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), a "master" or "blanket" policy of flood insurance shall be maintained covering the Buildings and any other property covered by the required form of policy (hereinafter, "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under NFIP for all Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) one hundred percent (100%) of current replacement

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costs of all such Buildings and Insurable Property. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

(iv) The name of the insured under each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall be set forth therein substantially as follows: "Owner's Association of the Landon Street Condominium Project for the use and benefit of the individual Owners." [Said Owners shall be designated by name, if required.] Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement or any successor to such Trustee, for the use and benefit of the individual Unit Owners. Loss payable shall be in favor of the Owners Association (or Insurance Trustee), as a trustee for each Unit Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy in the percentage of such Owner's undivided ownership interest in the Common Areas and Facilities. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request.

(v) Each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional Mortgage investors in the area in which the Project is located. If FNMA is a holder of one or more Mortgages on Condominium Units within the Project, such mortgage clause shall name FNMA or FNMA's servicer of such Mortgages as Mortgagee. If FNMA's servicer is named as mortgagee in such mortgage clause, such servicer's name shall be followed therein by the phrase "its successors and assigns". In addition, such mortgage clause or another appropriate provision of each such policy

shall provide that the policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

G. Maintain, enforce, and pay the premiums for, "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds are required for the management agent's officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Owner's Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Owner's Association, or the management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three months' aggregate assessments on all Condominium Units plus reserve funds. The bonds required shall meet the following additional requirements: (1) the fidelity bonds shall name the Owner's Association as obligees; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association, to any Insurance Trustee, and to each servicer of loans on behalf of FNMA.

H. Maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, public ways in the Project, if any, and commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits

under such policy shall be in an amount generally required by private institutional Mortgage investors for condominium projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contract of the Association. Additional coverages under such policy shall include protection against such other risks similar to the Project in construction, location, and use, including written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

I. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.

J. Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

K. Have a duty to maintain the streets and parking within the common area.

L. Have a duty to maintain the sewer lines and related equipment which services the property.

M. The Owners Association will represent the Unit Owners in any proceedings, negotiations, settlements or agreements. Each Unit Owner appoints the Owners Association as its attorney in fact for this purpose.

N. Losses or proceeds from condemnation,

destruction or liquidation of all or a part of the project or from the termination of the project, will be apportioned among the Unit Owners according to the ownership interests specified in Exhibit "B" attached to this Declaration. Any proceeds from settlements will be payable to the Owners Association for the benefit of the Unit Owners and their mortgage holders.

ARTICLE IX  
UNIT OWNERS RIGHTS AND RESTRICTIONS

Section 1. Each Unit Estate Owner will become a member of the Owner's Association and will be subject to all the rights and duties assigned to owners under this Declaration or the other associated constituent documents. When there are unsold Units in the project, the Declarant shall reserve the same rights and responsibilities as a Unit Estate Owner as to those unsold Units.

Section 2. Right of Ingress and Egress. The Unit Owner shall have an unrestricted right of ingress and egress to his or her Unit. This right shall be perpetual and shall pass with the Unit as the transfer of ownership of the Unit occurs.

Section 3. Ownership of Units. Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit except as it may be necessary for the Owner's Association from time to time to have access to any Unit to make emergency repairs necessary to prevent damage to Common Areas or other Units.

Section 4. Limitation on Ability to Sell. The Owner's Association shall not restrict the Unit Owner's right to sell, transfer, or convey his or her unit. The Owner's Association shall be given no right of first refusal before a Unit Owner can sell, transfer, or convey his or her unit. Nothing contained herein shall be deemed to prohibit the Owner's Association from establishing reasonable limitations that would restrict occupancy of the Units to persons of certain age groups as long as such limitations are legally valid and necessary to maintain the character of this development.

Section 5. Leasing Restrictions. Any lease or rental agreement shall be in writing and subject to the requirements of this Declaration and its associated constituent documents. Such lease and rental agreements shall

also be subject to the requirements of the Owner's Association. No unit may be leased or rented for less than 30 days. No other restrictions relating to the term of any lease or rental agreement shall be imposed on Unit Owners.

Section 6. Restrictions on Mortgaging Units.

There shall be no restrictions placed on the Unit Owner's rights to mortgage his or her unit. In addition, there shall be no restriction or limitation placed upon the Unit Owner's financing options by requiring the Unit Owner to seek financing from a specific lending institution or a particular type of lender.

Section 7. Compliance with Covenants.

Each Unit Owner shall strictly comply with the covenants contained in this Declaration and with the By-laws of the Owner's Association. Failure to do so will entitle the Owner's Association to sue for damages or injunctive relief, or both.

Section 8. Rights of Action.

Unit Owners shall have a right of action against the Owner's Association in the event that the Owner's Association fails to comply with the provisions of this Declaration or of its associated constituent documents, or with the decisions made by the Association.

ARTICLE X

RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

Section 1. The holder, insurer, or guarantor of the mortgage on any unit in the project is entitled to timely written notice of: (a) Any condemnation or casualty loss that affects either a material portion of a project or the units securing its mortgage; (b) Any 60 day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owner's Association; and (d) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

Section 2. In order for any mortgage holder, insurer, or guarantor to receive the information required above, such entity must send a written request to the Owner's Association, stating both its name and address and a unit number or address of the unit on which it has a mortgage.

ARTICLE XI  
EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections lines or facilities, or any portion thereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the Lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

Section 2. Easements over the Lots and common area properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines, drainage facilities, and street entrance ways as shown on the recorded tract map of the properties, or other documents or record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for the purpose of installing and maintaining the security of the perimeter fencing are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 4. There is hereby reserved over the lots the right to place on, under or across such property, transmission lines and other facilities for a Community Antenna Television System and the right to enter upon the



property to service, maintain, repair, reconstruct and replace said lines or facilities; provided, however, that the exercise of such rights does not unreasonably interfere with the owner's reasonable use and enjoyment of said lot.

Section 5. Easements over the lots and common area for the purpose of drainage, the installation and maintenance of drainage facilities and ingress and egress for the purpose of such installation and maintenance are hereby reserved to Declarant, together with the right to grant and transfer the same.

ARTICLE XII  
USE RESTRICTIONS

Section 1. All lots in the tract and in such property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes, save and except the lots owned by the Association, i.e., the Common Areas and Limited Common Areas on which there will be placed landscaping and recreational facilities and private streets. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than a building used as a single family dwelling.

Section 2. No part of the properties shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes. Declarant, its successors or assigns, may use the properties for a model home site, display, and sales office during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties of any Lot, except one sign for each building site, if not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive trade or activity shall be carried upon any Lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or

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which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the properties, unless placed or maintained within a garage or carport or parked to the rear of the average front line of the dwelling or unless written approval is given by the Board of Trustees.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, kept on any lot, except that dogs, cats or other household pets may be kept on the lots provided they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in any annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot except by Declarant, its successors or assigns for the benefit of the Association.

Section 8. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. Each owner shall acquire and storage areas and machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 9. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the houses or structures on the lots in said tract unless and until the same shall have been approved in writing by the Architectural Committee of the Association. No television, radio or other electronic antenna shall be erected, constructed, placed or permitted to remain on any of the lots in said tract, unless and until the same shall have been approved in writing by the Architectural Committee of the Association.

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Section 10. All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 11. No ingress or egress along the perimeter of the tract described shall be permitted for use of any person or vehicle except through designated gateways, unless authorized in writing by the Board of Trustees. Any such authorization shall become null and void if the security of said area is diminished. However, Declarant, its successors or assigns, reserves the right to maintain and use or convey the right to use established easements and rights-of-way.

Owners whose lots are located along the perimeter of the tract described herein shall be responsible for maintaining the fencing according to its original state or replacing such with a wall or fence for the purpose of preserving or improving the security of the area. Alternative or replacement fencing shall meet the prior written approval of the Board of Trustees.

#### ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner or the successor in interest of any owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenants, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so hereunder.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit and be enforceable by the Association or the owner of any lot subject to this

Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 6. Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Nuisance. The result of every act or omission, whereby any provision, condition, restrictions, covenants, easements or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.


IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

BROOKLAND MANAGEMENT & DEVELOPMENT  
GROUP

Jarcor Construction Corporation,  
General Partner

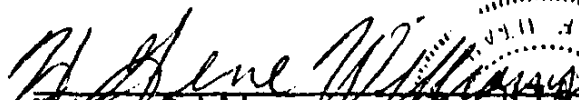
  
David E. Jarvie *VICE-PRES.*

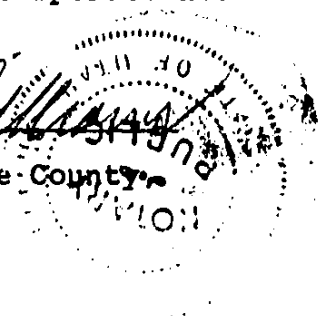
H. Gill Lund Construction Company, Inc.  
General Partner

  
H. Gill Lund, General Partner

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

On the 9<sup>th</sup> day of December 1984, personally  
appeared before me, David E. Jarvie of Jarcor Construction  
Corporation and, H. Gill Lund of H. Gill Lund Construction  
Company, Inc., who duly acknowledged to me that said corpor-  
ations are the General Partners of Brookland Management and  
Development Group, a Utah limited partnership, and that they  
signed the foregoing instrument on behalf of said corporations.

  
Notary Public  
Residing in Salt Lake County,  
State of Utah



My Commission expires:  
7-1-86

FORM 5716 REV. 1250

A/1-29, client

EXHIBIT "A" TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR LONDON STREET, INC.

Legal Description

Beginning at a point on the west right-of-way line of 700 East Street, said point being South along the section line, 318.62 feet and West, 14.76 feet from the Northeast corner of section 30, T. 2 S., R. 1 E., S.L.B. & M., and running thence S1°10'42" W along said west right-of-way line, 140.73 feet, thence leaving said right-of-way-line N 71°20'00" W, 554.58 feet; then N 16°21'38" E, 221.01 feet to an existing fence; then S 71°25'52" E along said fence, 296.06 feet; thence S 18°40'00" W, 87.11 feet; thence S 71°20'00" E, 225.12 feet to the point of beginning.

Containing 2.24 Acres

Client B3

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EXHIBIT "B" TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR LONDON STREET, INC.

<u>Unit No.</u>	<u>Ownership Interest</u>
1	1/18
2	1/18
3	1/18
4	1/18
5	1/18
6	1/18
7	1/18
8	1/18
9	1/18
10	1/18
11	1/18
12	1/18
13	1/18
14	1/18
15	1/18
16	1/18
17	1/18
18	1/18

Client B4

W/O 5716 REG 1252

EXHIBIT "C" TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

FOR LONDON STREET, INC.

No. 70 London Street

Phase II & III

Beginning at the Northwest Corner of No. 70 London Street Phase I, a recorded condominium development in the county of Salt Lake, said point being South 69.76 feet and West 480.81 feet from the Northeast corner of Section 30, T. 2 S., R. 1 E. S.L.B. & M., and running thence N 71° 25' 52" W 348.84 feet along a fence; thence North 35.13 feet; thence West 130.32 feet to an agreed upon boundary; thence along said boundary the following two courses: S 0° 17' 43" E 218.48 feet and S 45° 22' 39" E 451.57 feet; thence N 23° 15' 00" E 193.07 feet to the Southwest corner of said condominium development; then N 16° 21' 38" E 221.01 feet to the point of beginning.

Property contains 3.2393 acres

Client B5