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After recording send to:  
Richard L. Halliday  
660 South 200 East, #301  
SLC, UT 84111

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05 JUNE 91 01:25 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
RICHARD L. HALLIDAY  
REC BY: DIANE KILPACK, DEPUTY

5077126

**AMENDMENT  
TO  
RESTATED AND AMENDED  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
BRIARWOOD SPRINGS CONDOMINIUM PROJECT**

This Amendment to the Restated and Amended Covenants, Conditions, and Restrictions of the Briarwood Springs Condominium Project executed this 30th day of April, 1991, by Robert Worthen and Michael Farnsworth, successors in interest and assignees of Woodbine Land Corporation, hereinafter the "Declarant".

**RECITALS**

WHEREAS, the Declarant is owner of real property subject to inclusion in the Briarwood Springs Condominium Project which is located in Salt Lake County, State of Utah at approximately 650 East Skylark Lane, Midvale, Utah 84047, and is more particularly described as follows:

Beginning at a point which is NORTH 00°02'05" EAST along the Section Line 988.79 feet and WEST 33.00 feet from the Southeast Corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point also being on the Westerly Right-of-Way Line of 700 East Street; and running thence SOUTH 00°02'05" WEST along said Westerly Right-of-Way line 80.73 feet; thence SOUTH 41°46'04" WEST 130.36 feet; thence SOUTH 20°27'59" WEST 81.14 feet; thence NORTH 44°00'00" WEST 114.65 feet; thence SOUTH 84°30'00" WEST 13.57 feet; thence NORTH 05°30'00" WEST 136.12 feet; thence NORTH 84°17'22" WEST 19.64 feet, thence WEST 50.09 feet to a point on the arc of a 16.00 foot radius curve to the Left (chord bears SOUTH 45°00'00" WEST 22.63 feet); thence Southwesterly

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along the arc of said curve 25.13 feet; thence WEST 14.00 feet; thence NORTH 32.458 feet to a point on the arc of a 75.00 foot radius curve to the Right (chord bears NORTH 86°41'15" WEST 3.763 feet); thence Northwesterly along the arc of said curve 3.763 feet; thence NORTH 84°15'00" WEST 147.38 feet to a point on the arc of a 75.00 radius curve to the Left (chord bears NORTH 87°07'30" WEST 7.524 feet); thence Northwesterly along the arc of said curve 7.527 feet; thence WEST 36.23 feet; thence SOUTH 14.00 feet; thence WEST 338.97 feet; thence SOUTH 157.16 feet to a point on the arc of a 89.00 foot radius curve to the Left (chord bears SOUTH 07°00'00" EAST 21.69 feet); thence Southeasterly along the arc of said curve 21.75 feet); thence SOUTH 14°00'00" EAST 71.669 feet; thence SOUTH 89°59'55" WEST 67.89 feet; thence NORTH 01°24'17" EAST 607.10 feet; thence EAST 315.64 feet; thence SOUTH 106.60 feet, thence EAST 190.22 feet; thence SOUTH 117.14 feet thence NORTH 89°53'10" EAST 78.89 feet; thence SOUTH 117.63 feet; thence EAST 302.47 feet to the Point of Beginning. Contains 5.128 acres.

Together with a right of way beginning at a point on the West line of 700 East Street, said point being WEST 33.00 feet, and SOUTH 0°01'55" WEST 116.6 feet from the Northeast corner of the Southeast quarter of the Southeast quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence WEST 127.00 feet, thence SOUTH 86.60 feet; thence WEST 126.00 feet; thence NORTH 10.00 feet; thence WEST 190.22 feet; thence NORTH 20.00 feet; thence EAST 286.77 feet; thence NORTH 86.60 feet, thence EAST 187.00 feet; thence SOUTH 76.60 feet; thence EAST 98.00 feet to the WEST line of 700 East Street; thence SOUTH along said WEST line 40.0 feet to the point of beginning.

WHEREAS, the Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Briarwood Springs Condominium Project (hereinafter the "Declaration") provides for the expansion of said condominium project by the Declarant as set forth in Article XIV paragraph 14.03 therein; and

WHEREAS, the said above-referenced paragraph provides for termination of said option to expand on May 4, 1991; and

WHEREAS, Declarant has not completed the expansion provided for by the said Declaration and is desirous of continuing said expansion to its contemplated completion; and

WHEREAS, the Briarwood Springs Homeowner's Association met on March 25, 1991 to discuss and vote on an amendment to the said Declaration extending the option to expand deadline; and

WHEREAS, a sufficient number of members of the Homeowner's Association, as defined by the Declaration, to constitute a quorum, upon adequate discussion, voted unanimously to amend the Declaration and extend the option to expand the deadline to May 4, 1994. A copy of the minutes of said meeting are attached hereto and incorporated herein by this reference.

WHEREFORE, Article XIV paragraph 14.03 of the Restated and Amended Covenants, Conditions and Restrictions of Briarwood Springs Condominium Project is hereby amended as follows:

14.03 Option to Expand the Condominium Project. The Declarant hereby expressly reserves the option, until the date ten (10) years from the original date of recordation of this Declaration, (May 4, 1984) to expand the Project from time to time, in compliance with the applicable provisions of the Condominium Act, by filing in the office of the Salt Lake County Recorder, State of Utah, a new or supplemental Record of Survey Map and an amendment to this Declaration without

consent of any Owner or Mortgagee and without any other limitation. Such new or supplemental Record of Survey Map shall be duly executed and acknowledged by the Declarant, and by any and all other owners and lessees of that part of the Additional Land added to the Project, and shall contain the information required by section 57-8-13(1) of the Condominium Act. The required amendment to this Declaration; (1) shall also be duly executed and acknowledged by the Declarant, and by any and all other owners and lessees of that part of the Additional Land added to the Project; (2) shall contain a metes and bounds description of that part of the Additional Land added to the Project; and (3) shall reallocate undivided interests in the Common Areas in accordance with the provisions of this Declaration and the Condominium Act. The option to expand may be terminated prior to such date only upon the filing by the Declarant of an amendment to this Declaration in accordance with the applicable provisions of this Declaration. The Declarant expressly reserves the right to add all, part or more of the Additional Land at any time, at different times, in any order, without limitation; provided, however, that the Additional Land shall not exceed the area described in Section 14.04. There are no other limitations on the option to expand. The Declarant makes no

assurances as to the location of any Buildings or Units or other improvements on the Additional Land. In no event shall more than 144 units be constructed upon the additional land (assuming 100% of the additional land is annexed to the project) nor will more than 14.67 units per acre be constructed upon the Additional Land assuming less than 100% of the Additional Land is annexed to the project. Any such Buildings or Units that may be constructed on the Additional Land added to the Project will, be restricted to residential condominiums or residential purposes. The Declarant makes no assurances as to whether any Buildings or Units or other improvements will be constructed on the Additional Land, or if constructed, whether such Buildings or Units or other improvements will be constructed in quality, principal materials or architectural style compatible with the other Buildings and Units in the Project nor does Declarant offer any assurance that any units built upon the additional land will be substantially identical to the units located on land within the project. The Declarant expressly reserves the right and option to create and designate Common Area and Facilities, and Limited Common areas on the Additional Land. The Declarant makes no assurances as to type, size or maximum number of such Common Areas and Facilities, and Limited Common

Areas, or as to whether such Common Areas and Facilities, and Limited Common Areas will be restricted solely to residential purposes. The allocation of undivided interests in the Common Areas and Facilities which may be located on the Additional Land shall be computed and assigned on the basis of square footage as required by the Condominium Act. In the event the Declarant shall not add any part or all of the Additional Land, the Declarant shall nevertheless have the right to construct all or any portion of any building, condominium, unit or other structure of any kind and operate the same without restriction.

DATED this 30 day of April, 1991.

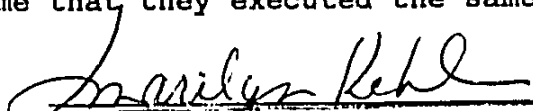

  
ROBERT WORTHEN

  
MICHAEL FARNSWORTH

On the 30th day of April, 1991, personally appeared before me ROBERT WORTHEN and MICHAEL FARNSWORTH, as signers of the foregoing instrument, who acknowledged to me that they executed the same.

asend. Fee

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Notary Public  
  
NOTARY PUBLIC  
MARILYN KEHL  
6890 South Highland  
Salt Lake City, Utah 84112  
My Commission Expires  
March 3, 1995  
STATE OF UTAH

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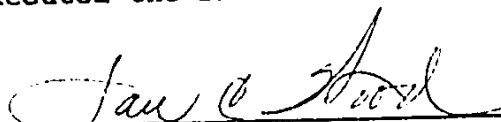
**CERTIFICATION**


ROBERT W. SNYDER, JR. hereby certifies that he is the President of the Briarwood Springs Condominium Homeowner's Association, that he has read the foregoing Amendment, understands the contents thereof, and that the facts set forth therein are true and correct to his own personal knowledge.

DATED this 30 day of April, 1991.

  
ROBERT W. SNYDER, JR.  
President of the Briarwood  
Springs Homeowners' Association

On the 30 day of April, 1991, personally appeared before me ROBERT W. SNYDER, JR. as signer of the foregoing instrument, who acknowledged to me that he executed the same.

  
Notary Public

	<b>NOTARY PUBLIC</b> <b>JAN C. WOOD</b> 2506 Easton Street Salt Lake City, Utah 84118 My Commission Expires November 1, 1993 <b>STATE OF UTAH</b>
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BRIARWOOD SPRINGS HOMEOWNERS ASSOCIATION

Board meeting March 25, 1991

7:30 PM meeting called to order by Bob Snyder.

Discussed the lawn maintenance bid by Weiseman. He will attend the meeting this evening to help us understand the 50% increase in the maintenance charges.

The minutes were read and approved from the last meeting.

Sam Abrams handed out information sheet from Mel Jennings.

After our court case with Ms. Sarmir we found out from the Judge, Homeowners dues cannot be held out for any reason to cover anything else that is wrong with your home.

Jim Weisman came in to discuss the lawn bid. He explained that increase was in part for the cleaning of the ditch. He also explained that the rate for last year was too low. The sprinkling system is our major expense. He mentioned that his insurance policy is expensive. The same crew from last year will return. No flowers are included but the cost does include weed pulling but not in the limited common areas. All trimming will be done, bushes and trees also. We have not yet accepted the contract. We discussed a lawn maintenance overseer. At this time no one has been appointed.

We discussed an abandoned condo at Bldg 5 unit 5 which has a lien on it. According to Ray Beck (Attorney) we're to get a check for around \$1500 to clear it for resale. We are still waiting. We voted to accept the offer vs. the total amount owed as our chances are close to none that we will receive any more than the offer.

Gramcorp has asked us to extend the time stipulated in the CC&R's that they have to file for the project to be completed. Bob has discussed this with Gramcorp and that have given assurances that this only means that they do not have to file on all lots now and will do so as they are ready to proceed. They also have given assurances that they intend to complete the project and not sell out to someone else. The board has decided that we will approve this extension with those reservations as it is in every ones best interest to not have a hostile relationship with the current builder, Gramcorp. We will sign this request upon review of the final modifications to the CC&R's by Gramcorp.

It will cost us \$750 to replace the polls and nets on the tennis courts. We discussed a sign and springs for the gates. We approved the repair of these and to have the sings and springs installed.



We discusse our checking account balance and savings We transferred to savings \$2809.00 giving us a total of \$12,083.65. We have 5341.23 in checking.

we recieved monies for the water damage from State Farm. It is now being dispersed to the proper companies to cover the claims.

Gramcorp's address is 7631 Lark Meadows Cove, Midvale, UT 84047.

We will have our 1120-H income tax return done for us.

We discussed the window treatments (coverings) and For Sale signs.

The two months of homeowners fees charged at the closing on units in Briarwood Springs is due to requirements placed on us by VA and FHA. It is collected as part of the closing cost to "buy into" the homeowners association and is not to be construed as the first and last month of homeowners dues. These fees will still be due when someone moves into the home and this has to be represented to the buyer by their realtor at closing or the title company.

The association approved the spraying for spiders in the carport areas of the complex.

The meeting was adjourned at 10:00 PM.



Bob Snyder  
President  
Briarwood Springs Homeowners Association

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