

6142375

AMENDED AND RESTATED  
 DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 OF  
 BAMBROUGH PLACE P.U.D.  
 ALSO KNOWN AS THE BAMBROUGH  
 A Planned Unit Development  
 A Homeowners Association

82.00  
 6142375  
 08/15/95 1:04 PM 82  
 NANCY WORKMAN  
 RECORDER, SALT LAKE COUNTY, UT  
 FABIAN & CLENDENIN  
 PO BOX 510210 SLC, UT 84151  
 REC BY: Z JOHANSON , DEPUTY

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Bambrough Place P.U.D., also known as the Bambrough, is made as of the 14th day of August, 1995, amending the Declaration of Covenants, Conditions and Restrictions, the Bambrough (the "Original Declaration"), as recorded with the Salt Lake County Recorder, on May 6, 1988, as Entry No. 4620953, in Book 6027, at page 386.

Pursuant to Article XV of the Declaration, the owners have unanimously agreed to amend certain provisions of the Declaration, and do hereby amend the Declaration to read in full, as follows:

ARTICLE I

Definitions

As used herein or elsewhere in the homeowners' documents, unless otherwise provided or unless the context requires otherwise, the following terms are defined as follows:

1. Unit: Any one of those parts of the buildings which are separately described on the Record of Survey Map.
2. Unit Owner: The person, persons or entity holding title in fee to a Unit in the Homeowners Association and an undivided interest in the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, State of Utah.
3. Assessment: That portion of the cost of maintenance and managing the Property which is to be paid by each Unit Owner.
4. Property or Properties: That certain real property described on Exhibit "A" attached hereto, including the Units, Common Areas and Facilities and Limited Common Areas.
5. Association: "The Bambrough, Inc." and its successors, a non-profit corporation duly organized under the laws of the State of Utah, with its principal place of business at Salt Lake City, Utah. Copies of the bylaws of this corporation are annexed as Exhibit "B" and made a part hereof.

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6. Buildings: The structure or structures containing the Units located on the Property.

7. Common Areas and Facilities: The Common Areas and Facilities are that part of the Property which is not within the lots as such Units are shown on the Record of Survey Map, or which exist within the Units by virtue of an easement herein created.

8. Common Expenses. The costs of:

- a. Maintenance, management, operation, repair and replacement of the Common Areas and Facilities, and those parts of the Unit as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace.
- b. Maintenance and administration of the Association, including, without limiting the same, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees.
- c. Any other items held by or in accordance with other provisions of this Declaration or the corporation bylaws to be common expense.

9. Homeowners Documents: This Declaration, and the Exhibits attached to the Original Declaration, consisting of the Record of Survey Map, the Bylaws of the governing organization referred to in Article III and the legal description, as the same are herein amended and from time to time may be further amended.

## ARTICLE II

### Name of Development

The name of this planned unit development is Bambrough Place.

## ARTICLE III

### Name of Organization of Unit Owners

The name of the organization of Unit Owners is The Bambrough, Inc., a non-profit corporation duly organized under the laws of the State of Utah, with its principal place of business at Salt Lake City, Utah.

## ARTICLE IV

### Description of Buildings

The contains six (6) Buildings, all of which are one story in height. The Buildings are constructed of concrete, masonry and wood.

## ARTICLE V

### Description of Units

There are four (4) single family Units and two (2) "twinhouses." The approximate area of the Units and access to the Common Areas and Facilities are as shown on the Record of Survey Map.

## ARTICLE VI

### Section I: Description of Common Areas and Facilities, and Proportionate Interest of Each Unit Therein

1. General Common Areas and Facilities. Except as otherwise in this Declaration provided, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions, and constitute in general all of the parts of the Property except the Units and the unlimited common area. The general Common Areas and Facilities shall include the following, whether located within the bounds of the Unit or not:

- a. Driveways, parking areas, lawns, shrubs, trees, entrance ways, exterior stairways, and service areas.
- b. Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;
- c. All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Record of Survey Map;
- d. All repairs and replacements of any of the foregoing.

2. Limited Common Areas. The limited common area, the use of which shall be restricted to the use of the Unit Owner to which such limited common areas are adjacent consists of (a) the offstreet vehicle parking or driveways adjacent to each individual residence, and (b) the private patio areas, lawn areas and flower beds adjacent to each Unit, being the area North and West of Lot 1, the areas West and South of Lots 2, 3 and 4, the areas East and South of Lots 5, 6 and 7, and the area North and East of Lot 8, as shown on Exhibit "C" attached hereto.

3. Use of Common Areas and Facilities. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

4. Ownership of Common Areas. Each Unit Owner shall own as a tenant in common with the other Unit Owners as undivided one-eighth (1/8) interest in the general Common Areas.

## Section II: Unit Description

1. Real Property. Each Unit, together with the space within it as shown on the Record of Survey Map, and together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real Property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real Property independently of all other parts of the Property, subject only to the provisions of this Declaration.

## ARTICLE VII

### Assessments

Assessments against the Unit Owner shall be made and approved by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

1. Share of Expense. Each Unit Owner shall be proportionately liable for its share of the common expenses in the same percentage as his share of ownership in the general Common Areas and Facilities.

2. Assessments Other Than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of directors by the homeowners documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provisions of the condominium documents authorizing the assessment.

3. Assessments for Common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or before the 15th day of December of the year preceding for which the assessments are made, and at such other and additional times as in the judgment of the Board of Directors additional common expense assessments are required for the proper management, maintenance and operation of the Common Areas and Facilities. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessment are made. The total of the assessment shall be in the amount of the estimate common expenses for the year, including a reasonable allowance for contingencies and reserves for replacement, less the amounts of unnecessary common expense account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

4. Assessments for Emergencies. Assessments common expenses of emergencies which cannot be paid by the common expense account shall be made only by the Board of Directors of the Association.

5. Assessments for Liens. All liens of every nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit, or upon any portion of the Common Areas and Facilities, shall be paid by the Association as a common expense.

6. Assessment Roll. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association for inspection at all reasonable times by the Unit Owners or their duly authorized representatives. A certificate made by the Association as to the status of the Unit Owner's assessment account shall limit the liability of any person for whom made. The Association shall issue such certificate to such persons as a Unit Owner shall request in writing.

7. Liability for Assessments. The Owners of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee thereof. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Areas or Facilities, or by abandonment of the Unit for which the assessments are made. A purchaser of a Unit at a judicial or foreclosure sale, or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

8. Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by a lien upon the Unit and all appurtenances thereto, and shall be enforced in the manner provided for the foreclosure of liens by the laws of the State of Utah. Such lien shall have priority over all other liens, except liens for general taxes and first mortgages or trust deeds of record. Such a claim of lien shall also secure all assessments which come due hereafter until the claim of lien is satisfied.

9. Application.

a. Interest: Application of Payments. Assessments and installments thereof paid on or before fifteen (15) days after the date when due shall not bear interest, at all sums not paid on or before fifteen (15) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

b. Suit. The Association, at its option, may enforce collection of delinquent assessments by suit of law or by foreclosure of the liens securing the assessments or by any other competent proceeding and, in any event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eighteen percent (18%) per annum, and all costs incident to the collection and the action, suit or proceeding, including without limiting the same, to reasonable attorney's fees.

## ARTICLE VIII

### Use Restrictions

The Properties, Units, and Common Areas and Facilities shall be used and occupied as follows:

1. No part of the Properties shall be used for other than housing and the related common purposes for which the Properties were designed. Each Unit shall be used and occupied as a residence for a single family and for no other purpose.

2. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior written consent of the Association, except as is otherwise provided herein.

3. Nothing shall be done or kept in any Unit, Limited Common Area or in the Common Areas and Facilities which will increase the rates of insurance on the Buildings or contents thereof, beyond that customarily applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Unit, Limited Common area or in the Common Areas and Facilities which will result in the cancellation of insurance on any UAA, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority,. No waste shall be committed in the Common areas and facilities.

4. No Owner shall cause or permit anything (including, without limitation, a sign, awning, canopy, shutter, storm door, screen door, radio or television antenna) to be displayed or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or the outside of windows or doors, without the prior written consent of the Association.

5. No animals or birds of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except that dogs, cats and other household pets may be kept in Units subject to the rules adopted by the Association and provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or disturbance shall be permanently removed from the Property upon ten (10) days written notice from the Association.

6. No noxious or offensive activity shall be carried on in the Properties nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

7. Nothing shall be done in any Unit or in, on or to the Properties which will impair the structural integrity of the Buildings or any part thereof, or which would structurally change the Buildings or any part thereof, except as is otherwise provided herein.

8. No clothes, sheets, blankets, laundry of any kind, or other articles, shall be hung out or exposed on any part of the Common Areas and Facilities, except in a patio court portion of a Limited Common Area in such manner as not to be visible except from the Unit for which

such courtyard is reserved. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

9. No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or other purposes, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Unit Owner on any part of the Property or in any Unit therein, except that:

a. The Association of Unit Owners or its agent or representative may place "For Sale" or "For Rent" signs on any Unit or on the Property for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association of Unit Owners; and

b. A Unit Owner, with respect to a Unit and its Limited Common Area, and the Association of Unit Owners or its agent or representative, with respect to the Common Areas and Facilities, may perform or cause to be performed any maintenance, repair or remodeling work, or other work required or permitted by this Declaration.

## ARTICLE IX

### Insurance

The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. Authority to Purchase. Insurance policies upon the Property to be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interest may appear shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the Units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, developer, and the Association and their respective employees, agents and invitees.

2. Unit Owners. Each Unit Owner shall, at his or her own expense, insure his or her Unit in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage or by special endorsement. Such coverage shall afford protection against:

a. loss or damage by fire and all risks covered by a causes of loss - special form, including but not limited to vandalism, malicious mischief, windstorm, water and flood damage; earthquake insurance shall be optional.

b. Public liability and Property damage as included in said homeowners policy.

c. Each Unit Owner may also obtain, at his or her own expense, insurance affording coverage upon his or her personal property.

3. Association.

a. Casualty. The Association shall insure the insurable improvements within the common areas, and all personal property as may be owned by the Association, in an amount equal to the maximum insurable replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford such protection against:

1. Loss or damage by fire and other hazards covered by the standard extended coverage endorsements;

2. Such other risks as from time to time customarily shall be covered with respect to Buildings similar in construction, location and use as the Buildings, including but not limited to, vandalism, malicious mischief, windstorm, water and flood damage.

b. General Liability. The Association shall maintain commercial general liability insurance in such amount and such form as shall be required by the Association, including but not limited to general liability, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

c. Workman's Compensation policy, if any, is required to meet the requirements of law.

d. All liability insurance shall contain endorsements to cover liabilities of the Association as a group to a Unit Owner.

5. Ownership and Payment of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their respective interest may appear, and shall provide that all proceeds payable as a result of casualty loss shall be paid to the Association as trustee. The Association shall hold such proceeds as may be paid on account of loss in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees as their interest may appear. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be retained by the Association or distributed to the Unit Owners and their mortgagees as their interest may appear. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Unit Owner and his mortgagee jointly.

6. Reconstruction or Repair of Casualty Damage.

a. General Common Areas and Facilities. If any part of the general Common Areas and Facilities shall be damaged by casualty the damage shall be promptly repaired and restored by the Association using proceeds of insurance,



if any, on the improvements for that purpose and the Unit Owner shall be liable for assessments for any deficiency.

b. Single Unit. Reconstruction and repair of damage to a single Unit shall be the responsibility of the Owner of the Unit.

7. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of any reconstruction or repair required to be made by the Association, assessment shall be made against the Unit Owners in sufficient amounts to provide funds to pay estimated cost. If at any time during the reconstruction repair or upon completion of reconstruction or repair, it is determined that the insurance funds and assessments are insufficient to carry out restoration and repair, assessments shall be made against the Unit Owners in sufficient amount to provide funds for the payment of such additional costs.

8. Copies of Certificates of Insurance. In order to assure the proper maintenance of the Planned Unit Development, each Owner shall annually supply to the secretary of the Association a photocopy of a Certificate of Insurance of such Owner's Unit, showing compliance with the provisions of this Article IX.

## ARTICLE X

### Maintenance and Repair of Units

1. The Association, at its expense, with the approval of a majority of the Unit Owners may undertake the maintenance, repair and replacement of any of the following:

- a. All conduits, plumbing, wiring, and other facilities for the furnishing of utility services which may be located outside the Unit, but excluding therefrom all utility services located within the Units.
- b. All incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith;
- c. The appurtenances and grounds of the Units, including, if needed, replacement according to reasonably acceptable standards, including but not limited to all utilities to the point of entry into a Unit, lawn care (but excluding flower beds and flowers which shall be the responsibility of each Unit Owner), maintenance of common areas, including, but not limited to, roads and walls and such other normal maintenance and repair work as may be necessary;
- d. Sewer, water, exterior lights, refuse collection, exterior electric services, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Unit.

Garbage for each Unit will be retained within each Unit. The Association will make necessary arrangement for collection and removal of the garbage from the Project.

2. The Association, at its expense, with the approval of three-fourths of the Unit Owners, shall be responsible for the maintenance, repair and replacement of all exterior portions of the Units not specifically referenced in paragraph 1 which may be in need of such work.

3. The Association shall cause to be placed and kept in force necessary insurance needed to adequately protect the Association, its members and mortgagees or beneficiaries holding mortgages or deeds of trust covering Unit parcels as their respective interest may appear (or as required by law), including but not limited to, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration.

4. Funds for the payment of the expenditures referenced in paragraphs 1, 2 and 3 above shall be assessed against the Unit Owners as a common expense.

5. The responsibility of the Unit Owner shall be as follows:

- a. To maintain, repair and replace, at his or her expense, all portions of the Unit, including but not limited to exterior door and all glass doors and windows associated with the Unit;
- b. To perform his or her responsibilities in such manner so as not to unreasonably disturb the rights of other persons occupying the Building;
- c. Not to change the exterior appearance (shape, materials, color, etc.) of any portion of a Unit, unless the written consent of the Association is obtained.
- d. To promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is the Association;
- e. Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, without first obtaining the written consent of the Board of Directors or the Association and all first mortgagees or individual Units, nor shall any Unit Owner or Owners for whose benefit such easement exists.

3. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

## ARTICLE XI

### Membership and Voting Rights

Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

## ARTICLE XII

### Mortgage Protection

Unless two-thirds (2/3 of the mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Declarant) of the individual Units have given their prior written approval, the Association shall not be entitled to:

1. By act or omission, seek to abandon or terminate the project;
2. Change pro rata the interest or obligation of any individual Unit for the purpose of:
  - a. Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - b. Determining the pro rata share of ownership of each Unit in the Common Areas.
3. Partition or subdivide any Unit;
4. By act or omission, seek to abandon, 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 by project shall not be deemed a transfer with the meaning of this clause).

## ARTICLE XIII

### Obligation to Comply Herewith

Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association, all agreements and determinations lawfully made and/or entered into by the Association or the Unit Owners, when acting in accordance with their authority and failure to comply with any of the provisions thereof shall be grounds for an action by the Association or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom, including costs and

reasonable attorney fees. The Association shall have the authority by rules adopted pursuant to Article XIV above, to levy assessments for failure of Owners, their guests, lessees or other permitted users, to abide by the provisions of this Declaration, and the rules and regulations adopted hereunder. When levied, such an assessment shall be treated in all respects as a special assessment affecting the particular Unit and shall be paid and enforced as other common area expenses as provide in Article VII.

#### ARTICLE XIV

##### Administrative Rules and Regulations

The Association shall have the power to adopt and establish by resolution, such project management operation rules and methods of enforcement and collection as it may deem necessary for the maintenance, operation, management and control of the project. The Association may from time to time, by resolution, alter, amend, and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, if being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units.

#### ARTICLE XV

##### Amendment

In addition to the amendment provisions contained in Article XII thereof, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of the Owners having ownership of not less than two-thirds (2/3) of the undivided interest in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Association. In said instrument the Association shall certify that the vote or consent required by this Article XV has occurred.

#### ARTICLE XVI

##### Consent in Lieu of Vote

In any case in which this Declaration requires the vote of a stated percentage of the projects undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting consents in writing to such transactions for Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following provisions shall govern any application of this section.

- a. All necessary consents must be obtained prior to the expiration of 120 days after the first consent is given by any Owner.

- b. Any change in ownership of a Unit which occurs after consent has been obtained by the Owner having an interest therein shall be considered or taken into account for any purpose; and
- c. Unless the consents of all the Owners having an interest in the same Unit are secured the consent of none of such Owners shall be effective.

#### ARTICLE XVII

##### Limitations of Liability of Declarant for Construction Defects

It is the original Declarant's intention to repair or have repaired any and all construction defects and/or omissions within one year after the Project improvements have been constructed.

#### ARTICLE XVIII

##### Severability

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, or articles hereto shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion of portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

#### ARTICLE XIX

##### Gender

The singular, whenever used herein, shall be construed to mean the plural when applicable and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

#### ARTICLE XX

##### Waiver

No portion contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

ARTICLE XXI

Topical Headings

The topical headings contained in this Declaration are convenience only and do not define, limit or construe the context of the Declaration.

ARTICLE XXII

Effective Date

This Declaration shall take effect upon recording.

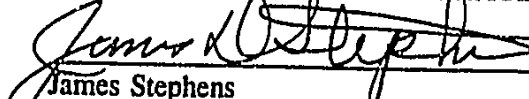
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be amended on the date set forth above. This Amended and Restated Declaration was unanimously approved by the Unit Owners at a meeting of the Unit Owners duly held on August 9, 1995.

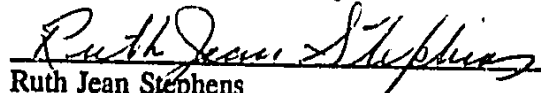
UNIT 1, 1706 BAMBROUGH PLACE:

  
Lester Johnson

  
Mary Johnson

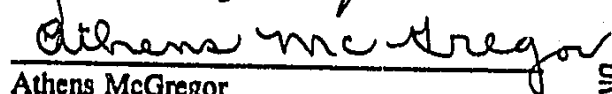
UNIT 2, 1710 BAMBROUGH PLACE:

  
James Stephens

  
Ruth Jean Stephens

UNIT 3, 1720 BAMBROUGH PLACE:

  
Eldon C. McGregor

  
Athens McGregor

UNIT 4, 1730 BAMBROUGH PLACE:

Robert Gordon  
Robert Gordon

Rosanne Gordon  
Rosanne Gordon

UNIT 5, 1731 BAMBROUGH PLACE:

Ted Wilder  
Ted Wilder

Elizabeth B. Wilder  
Liz Wilder

UNIT 6, 1721<sup>SWC</sup> BAMBROUGH PLACE:

Elizabeth Colton  
Elizabeth Colton

UNIT 7, 1711 BAMBROUGH PLACE:

Neal Adams  
Neal Adams

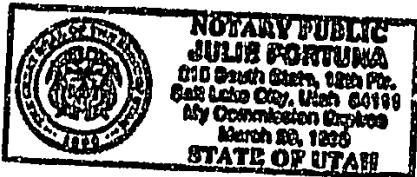
Marilyn Adams  
Marilyn Adams

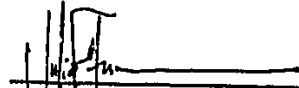
UNIT 8, 1707 BAMBROUGH PLACE:

Colleen Malouf  
Colleen Malouf

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

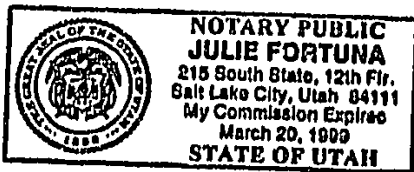
On this 14th day of August, 1995, personally appeared before me LESTER JOHNSON and MARY JOHNSON, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.




  
NOTARY PUBLIC

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

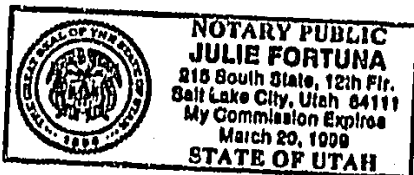
On this 14th day of August, 1995, personally appeared before me JAMES STEPHENS and RUTH JEAN STEPHENS, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
NOTARY PUBLIC

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

On this 14th day of August, 1995, personally appeared before me ELDON C. MCGREGOR and ATHENS MCGREGOR, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

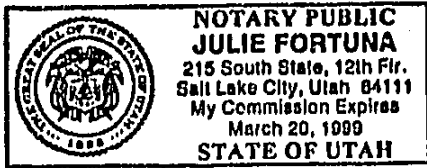


  
NOTARY PUBLIC



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

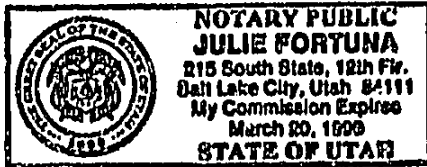
On this 14<sup>th</sup> day of August, 1995, personally appeared before me ROBERT GORDON and ROSANNE GORDON, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
NOTARY PUBLIC

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

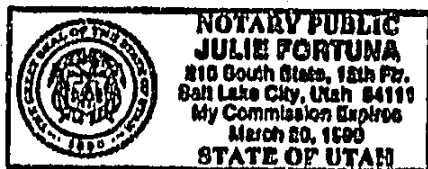
On this 14<sup>th</sup> day of August, 1995, personally appeared before me TED WILDER and LIZ WILDER, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
NOTARY PUBLIC

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

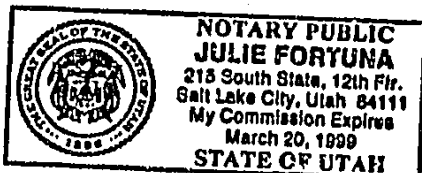
On this 14<sup>th</sup> day of August, 1995, personally appeared before me ELIZABETH COLTON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



  
NOTARY PUBLIC

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

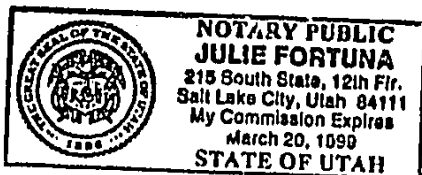
On this 14<sup>th</sup> day of August, 1995, personally appeared before me NEAL ADAMS and MARILYN ADAMS, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
NOTARY PUBLIC

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

On this 14<sup>th</sup> day of August, 1995, personally appeared before me COLLEEN MALOUF, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name are signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

Beginning at a point 157.81 feet East from the Northwest corner of Lot 11, Block 6, 5 Acre Plat "C," Salt Lake City Survey, thence East 261.72 feet; thence South 287.10 feet; thence West 261.72 feet; thence North 287.10 feet to the point of beginning. Contains 1.72 acres.

Located in Salt Lake County, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

Exhibit "B"

BYLAWS  
of  
THE BAMBROUGH

ARTICLE I

Name and Location

The name of the corporation is THE BAMBROUGH, INC., hereinafter referred to as the "Association."

The principal office of the corporation shall be located at 1731 Bambrough Place, Salt Lake County, State of Utah; meetings of members and directors may be held at such places within the State of Utah, County of Salt Lake, as may be designated by the Board of Directors.

ARTICLE II

Definitions

1. "Association" shall mean and refer to The Bambrough, Inc., its successors and assigns.
2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
3. "Common Area" shall mean all real property owned by the Association for the use and enjoyment of the Owners.
4. "Unit" shall mean any one of those parts of the buildings which are separately described on the Record of Survey Map.

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

6. "Declarant" shall mean and refer to L & M Corporation Inc., its successors and assigns, if such successors or assigns should acquire more than one unit from the Declarant for the purpose of development.

7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the Salt Lake County Recorder.

8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### Meetings of Members

1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year following a term of seven (7) years, or the date the last home on the property is sold, the exact day to be fixed by resolution of the Board of Directors. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. Special Meeting. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of twenty-five percent (25%) of the members entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast one-fourth (1/4) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the member entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. Proxies. At all meeting of members, each person may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

#### ARTICLE IV

##### Board of Directors, Selection, Term of Office

1. Number. The affairs of this Association shall be managed by a Board of eight (8) directors who are members of the Association.
2. Compensation. No director shall receive compensation for any services

he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

3. Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### Meeting of Directors

1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each directors.

3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the board.

#### ARTICLE VI

##### Powers and Duties of the Board of Directors

1. Powers. The Board of Directors shall have power to:

a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the

members and their guests thereon, and to establish penalties for the infraction thereof;

- b. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- d. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. A director may serve as manager, or a corporation in which a director is an interested party may also serve as manager. The manager shall be entitled to receive reasonable compensation for services performed for the Association.

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

- a. Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:



- (1) Fix the amount of "the" annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;
  - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action of law against the Owner personally obligated to pay the same.
- d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. Procure and maintain adequate liability and hazard insurance on property owned by the Association; and provide blanket liability and hazard insurance on all the properties and improvements thereon, if commercially available. If such insurance on the units is not available to the Association, or the cost greater than individual policies collectively, then the individual Owner shall obtain such insurance and furnish the Association with evidence thereof.
- f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- g. Cause the Common Area to be maintained; and

h. Cause the exterior of the buildings to be maintained, as provided in the Declaration.

3. Indemnity. Each director shall be indemnified and held harmless by the members against all costs, 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 director of the Association.

## ARTICLE VII

### Officers and Their Duties

1. Enumeration of Offices. The officers of this Association shall be a president and a vice-president, who shall at all times be members of the Board of Directors; a secretary and a treasurer, and such other officers as the Board may, from time to time, by resolution, create.

2. Appointment of Officers. The appointment of officers shall take place following each annual meeting of the members.

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

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time

specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. A person may hold the offices of director, officer, and manager simultaneously.

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

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall con-sign all checks and promissory notes.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare any annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Committees

At the direction of the Board of Directors, committees may be appointed to carry out the directives of the Board and to assist the Board in its corporate purposes.

**ARTICLE IX**

Books and Records

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE X**

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any

assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property; interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

#### ARTICLE XI

##### Contractual Limitations

It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any member arising out of any contract made by the Board, or out of the indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas bears to the interest of all of the members in a Common Areas. Every agreement made by the Board, or by the managing agent or manager on behalf of the Association, shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as interest in the Common Area, thereas to the interest of all Owners in the Common Area.

**ARTICLE XII**

**Amendments**

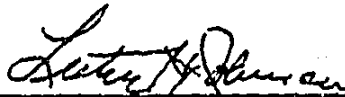
1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; provided, however, that prior to the meeting a written notice shall be given to each member concerning proposed amendments to be considered at such meeting.


2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on its behalf this 3rd day of March, 1988.

THE BAMBROUGH, INC., a Utah Non-profit Corporation.

  
\_\_\_\_\_  
Lester H. Johnson

  
\_\_\_\_\_  
Mary F. Johnson

STATE OF UTAH            )  
                                  : ss  
COUNTY OF SALT LAKE    )

On the 3rd day of March, 19  , personally appeared before me, Lester H. Johnson, a married man, and his wife, Mary F. Johnson, who duly acknowledge to me that they signed the foregoing instrument as the Owners of BAMBROUGH PLACE P.U.D. subdivision.

  
\_\_\_\_\_  
Notary Public, Residing in Salt Lake County, Utah

My Commission Expires:  
7-28-88

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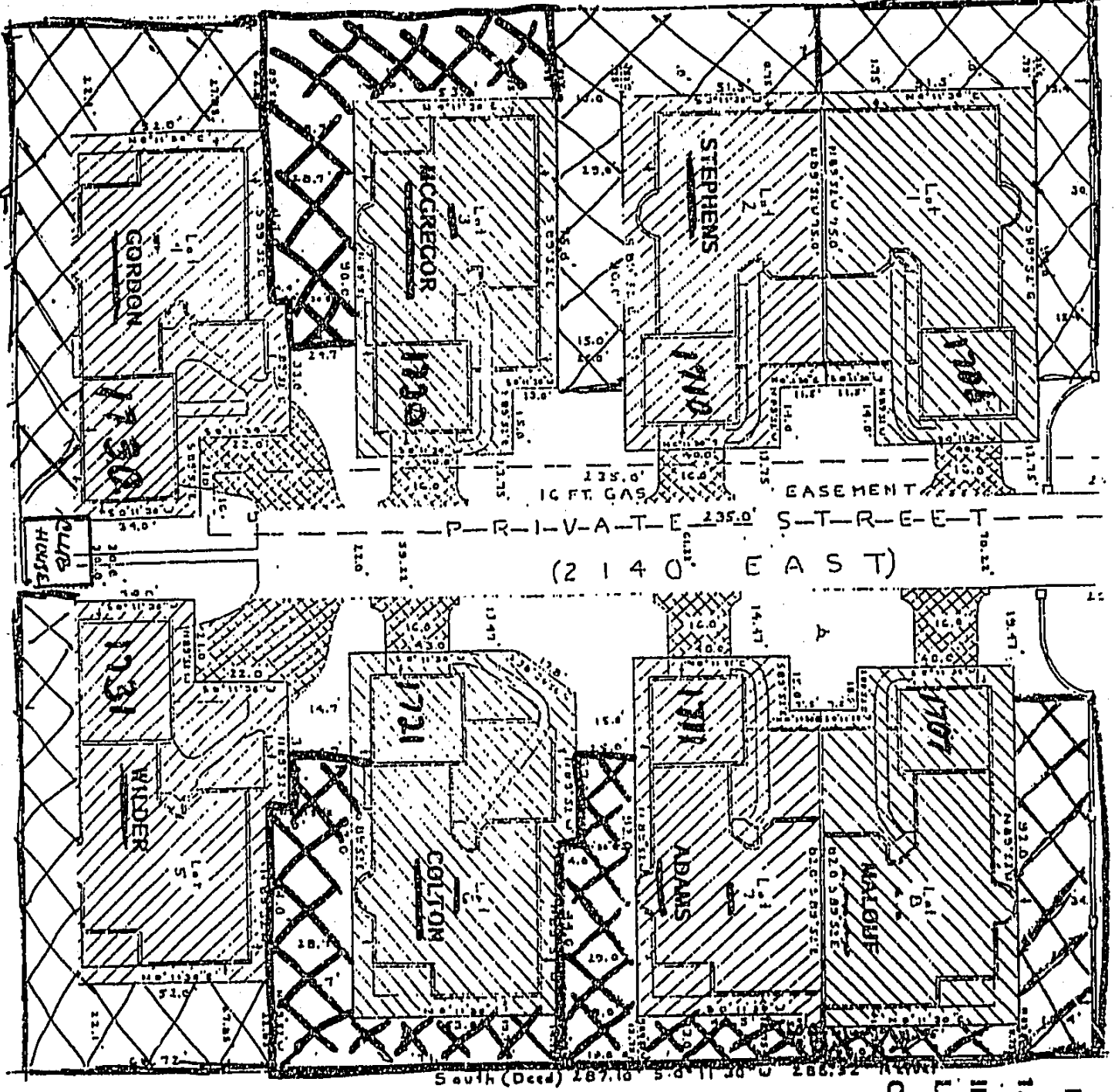





EXHIBIT "C"

BK 7206 PG 2522  
 BAMBROUGH PLACE  
 1.73 ACRES  
 INDIVIDUAL   
 LIMITED   
 COMMON 

South (Deed) 287.10 5.0 11 30 0 286.52 4.17