

13/12

Amendments to the Enabling Declaration OF
Covenants, Conditions & Restrictions OF
Watchwood Planned Unit Development

These amendments to the enabling declaration of covenants, conditions and restrictions are made and executed the fifth (5th) day of February 5th 2003.

Witnesseth:

Whereas, there has heretofore been recorded with the office of the Salt Lake County Recorder an Enabling Declaration of Covenants Conditions and Restrictions of Watchwood Planned Unit Development recorded on October 3, 1975 as Entry No.2748454 in book 3988 at pages 393 et. seq. with respect to that certain parcel of real property situated in Salt Lake County, State of Utah, and more fully described on Exhibit "A" attached hereto and by this reference made a part hereof.

BEGINNING at a point South 660.00 feet from the Northeast corner of Section 4, Township 2 South, Range 1 West, Slat Lake Meridian and running thence; West 528.00 feet; thence North 547.85 feet; thence S. 86°36' 37" West, 120.97 feet; thence S. 88°39'07" West, 50.08 feet; thence on a curve bearing to the Southwest, having a radius of 11,609.16 feet delta angle 4°46'11" a distance of 966.42 feet; thence S. 8°40'40" West 241.98 feet; thence East 527.23 feet; thence North 132.00 feet; thence East 50.00 feet; thence North 132.00 feet; thence East 264.00 feet; thence North 396 feet to the point of the Beginning. (Contains 12.66 acres)

Whereas, by consent as allowed by article C Paragraph 9, of owners of lots and interests in the subject property, all of which consents are on file with the association, it is desired to amend portions of the subject Enabling Declaration.

Whereas, the business and property of the Project is currently managed by a Management Committee consisting of three (3) persons, 2/3 or more of the Lot Owners, pursuant to the Article C, Paragraph 9, desire to increase the number of personas service on the Management Committee and stagger the terms of the office of the Management Committee.

Whereas, the Lot Owners desire to clarify the terms of Article C, Paragraph 9.

Amendment

Now Therefore, for the reasons cited above, and for the benefit of the Project and the Lot Owners, the Treasurer for and in behalf of the Lot Owners and the Association hereby executes this Amendment to the Enabling Declaration of Covenants, Conditions and Restrictions of Watchwood Planned Unit Development.

- I. Paragraph 11 of article of the enabling declaration of covenants, conditions and restrictions is amended to read as follows:
- II. By-Laws of Property Owners' Association. The procedure for administration and management of the Project shall be governed by the following By-Laws:
- (a) Voting at Meeting of Lot Owners. At any meeting of owners, each owner shall be entitled of the number of votes in accordance with his ownership interest in the common areas and facilities as provided in Exhibit "A" and herein above. Any owner may attend and vote at such meeting in person or by agent duly appointed in writing signed by the owner and filed with Management Committee. Where there is more than one record owner for any lot, any or all such owners may attend any meeting of the owner but they must act unanimously in order to cast the votes to which they are entitled. The Management Committee may accept the votes cast by any one of the record owners of a lot, unless such votes are objected to by any of the other record owners of such lot, and any disagreement between such record owners shall be resolved among themselves; provided, however, that in the event the record owners are unable to resolve the disagreements among themselves and act unanimously, the Management Committee shall not accept the votes of such owners.
- (b) Meeting of Lot Owners:
- (i) A quorum for the transaction of business at an Owners' meeting shall consist of a majority of all the undivided ownership interest in the Project. In the event a quorum is not present at an Owners' meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours and no later than 30 days after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at the rescheduled meeting shall be at least 25% of all the undivided ownership interest in the Project.
- (ii) Annual Meeting of Lot Owners. The annual meeting of lot owners shall be held at the Project on the first Monday in June or at such other time not more than thirty (30) days before or thirty (30) days after such date, as may be designated by written notice of the Management Committee delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, elections shall be held to elect members of the Management Committee, financial reports shall be given and such other business conducted as may be properly presented.
- (iii) Special Meetings of the Lot Owners. Special meetings of the lot owners may be called at any time by written notice signed by a majority of the management committee, or by the owners having one-third (1/3) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said meeting. Such meeting shall be held on the Project and the notice thereof shall state the date, time and matters to be considered.
- (c) Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage pre-paid addressed (1) to each such

person at the address given by such person to the Management Committee or Manager for the purpose of service of such notice, or (2) to the address of the lot owned by such person if no address has been given to the Management Committee or the Manager. Such address may be changed from time to time by notice in writing to the Management Committee or Manager.

(d) Management Committee.

- (i) General. The management Committee of the Project shall consist of five (5) persons. Such Management Committee shall have all the powers, duties and responsibilities as are now or hereafter provided by law, this Declaration and any amendments subsequently filed thereto: provided, however that the Management Committee may engage the services of a manager or management group, and fix and pay a reasonable fee or compensation therefore.
- (ii) Members of the Management Committee shall be elected at the annual meeting of homeowners. These persons need not have an ownership interest in lots in the Project and shall be elected by the owners at an annual meeting of the owners. At the first annual meeting of homeowners after this amendment shall be recorded, two seats on the Management Committee shall be filled for terms of one year, and three seats shall be filled for terms of two years. All subsequent terms of service on the Management Committee shall be two (2) years.

Until the first annual meeting of homeowners after this amendment shall be recorded, the current Management Committee shall appoint two (2) persons to fill the committee vacancies resulting from this Amendment. In so doing, the management committee shall appoint the persons receiving the most number of votes at the most recent annual meeting (held in June 2002) who were not already appointed as one of the three members of the Management Committee.

- (iii) Operation and Maintenance. The Management Committee shall be Responsible for the control, operation and management of the Project in accordance with this Declaration, and such administrative, management and operational rules and regulations as the Committee may adopt from time to time, as herein provided, and all agreements and determinations lawfully made and entered into by the Committee. The committee shall, in this connection, provide for the proper and reasonable control, operation and management of the Project and of the maintenance and repair of the common areas and facilities appurtenant thereto.
- (iv) Committee Vacancies. In a case of any vacancy in the Management Committee occasioned by death, resignation, removal or inability to act for a period of exceeding ninety (90) days, the remaining members thereof may elect a successor to hold office until the next regular meeting of the owners.

- (v) **Officers.** The Management Committee shall appoint or elect from among its membership a Chairman, Vice-Chairman, and Secretary-Treasurer, who shall hold office at the pleasure of the Committee. The Chairman of the Committee, or in his absence the Vice-Chairman, shall preside at all meetings of the Committee and at meetings of the lot owners. The Secretary-Treasurer shall take and keep minutes of all meetings. He shall perform such other services as the Committee may impose upon him and shall receive such compensation as the Committee may fix and/or approve. He shall have the custody and control of the funds of the Committee, subject to action of the Committee, and shall, when requested by at the Chairman to do so, report the state of finances of the Committee at each annual meeting of the lot owners and at any meeting of the Committee. He shall perform such other services as the Committee may require of him and shall be bonded as required by the Management Committee.
- (vi) **Regular Meetings.** A regular meeting of the Committee shall be held after the adjournment of each annual lot owners' meeting, at a place which the Committee shall determine. Regular meetings other than the annual meeting shall be held at regular intervals and at such places and at such time as the Committee may from time to time by resolution provide. No special notice need be given of regular meetings of the Committee.
- (vii) **Special Meetings.** Special meetings shall be held whenever called by the Chairman, Vice-Chairman, or by a majority of the Committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous consent of the Committee, special meetings may be held without call or notice at any time or place.
- (viii) **Quorum – Management Committee.** A quorum for the transaction of business at any meeting of the Committee shall consist of a majority of the Committee the in office.
- (ix) **Special Committee.** The Management Committee by the resolution may designate one or more special committees, each committee to consist of two (2) or more persons who have ownership in lots, which, to the extent provided in said resolution, shall have and exercise the powers in said resolution set forth. Such special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The Chairman of the Management Committee may appoint persons to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

(x) **Additional Facilities.** The management Committee shall have the authority to provide additional facilities and improvements to the Project, in addition those for which provisions have already been made, as it may deem to be in the interest of the members, without the owners' consent, provided that such additional facilities and improvements shall not cost in excess of the aggregate of \$500.00 per year and shall not require amendments of this Declaration and the Map in connection herewith. Additional facilities and improvements costing in excess of the aggregate of \$500.00 per year shall require the approval and consent of 2/3 of the undivided interest of the Project, and any amendment to this Declaration and/or the Map in connection therewith shall be amended in accordance with the amendment procedures provided for herein.

(xi) **Administrative Rules and Regulations.** The Committee shall have the power to adopt and establish by resolution such management and operational rules as the committee may deem necessary, desirable and convenient for the maintenance, operation, management and control of the Project, and the Committee may, from time to time by resolution, alter, amend and repeal such rules. Lot 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, it being understood that such rules shall apply and be binding upon all lot owners and/or occupants of the Project.

II. Article C, Paragraph 9 shall be amended as follows:

In addition to the amendment procedure provided by Law and elsewhere in the Declaration, the lot owners shall have the right to amend this Declaration and/or the Map upon the approval and consent of 2/3 of the lot owners in the project and, until ten (10) years after date of recording of this Declaration, with the written consent of Declarant, which consents and approvals shall be duly executed and filed with the management committee of the Association.

III. Except as expressly amended herein, the parties agree that all other provisions of the Enabling Declaration of Covenants, Conditions and Restrictions of Watchwood Planned Unit Development shall continue in full force and effect.

IV. These amendments shall become effective upon recording with the Salt Lake County Recorder's Office.

DATED this 10th day of February 2003.

DEVELOPMENT WATCHWOOD PLANNED UNIT
HOMEOWNERS ASSOCIATION

BY Marc R. Flinders
ITS Management Committee Member

[Signature] 2/10/03
(Signature) (date)

WITNESSED BY Cheryl Killian
AN Owner of real property at Watchwood
Planned Unit Development

[Signature] 2-10-03
(Signature) (date)

THE STATE OF UTAH)
) :SS,
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me, this 10 day of feb 2003 by Marc R. Flinders the Treasurer of Watchwood Planned Unit Development Homeowners Association.

WITNESS my hand and official seal.

[Signature]

NOTARY PUPLIC
Residing in Salt Lake City, Utah

My Commission Expires:

sept 24, 06,



BK8736PG2307

Exhibit "A"
Parcel Numbers
To February 5, 2003 Amendments
To the Enabling Declaration of Covenants, Conditions and Restrictions of
Watchwood Planned Unit Development

Parcel-Encumbrance Location
2104233021-0000 2212 W 4185 S *1A*

Parcel-Encumbrance Location
2104233020-0000 2218 W 4185 S *1B*

Parcel-Encumbrance Location
2104233019-0000 2226 W 4185 S *2A*

Parcel-Encumbrance Location
2104233018-0000 2232 W 4185 S *2B*

Parcel-Encumbrance Location
2104235005-0000 2233 W 4185 S *3A*

Parcel-Encumbrance Location
2104233016-0000 2246 W 4185 S *3B*

Parcel-Encumbrance Location
2104233015-0000 2252 W 4185 S *4A*

Parcel-Encumbrance Location
2104233014-0000 2258 W 4185 S *4B*

Parcel-Encumbrance Location
2104235008-0000 2213 W 4185 S *5A*

Parcel-Encumbrance Location
2104235007-0000 2219 W 4185 S *5B*

Parcel-Encumbrance Location
2104235006-0000 2227 W 4185 S *6A*

Parcel-Encumbrance Location
2104235005-0000 2233 W 4185 S *6B*

Parcel-Encumbrance Location
2104235004-0000 2239 W 4185 S *7A*

Parcel-Encumbrance Location
2104235003-0000 2245 W 4185 S *7B*

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Parcel-Encumbrance Location
2104235002-0000 2251 W 4185 S 8A
Parcel-Encumbrance Location
2104235001-0000 2257 W 4185 S 8B
Parcel-Encumbrance Location
2104233013-0000 2264 W 4185 S 9A

Parcel-Encumbrance Location
2104233012-0000 2276 W 4185 S 9B
Parcel-Encumbrance Location
2104233011-0000 2278 W 4185 S 10A

Parcel-Encumbrance Location
2104233010-0000 2284 W 4185 S 10B

Parcel-Encumbrance Location
2104233009-0000 2292 W 4185 S 11A

Parcel-Encumbrance Location
2104233008-0000 2298 W 4185 S 11B

Parcel-Encumbrance Location
2104227006-0000 2306 W 4130 S 12A
Parcel-Encumbrance Location
2104227005-0000 2314 W 4130 S 12B
Parcel-Encumbrance Location
2104227004-0000 2322 W 4130 S 13A
Parcel-Encumbrance Location
2104227003-0000 2332 W 4130 S 13B

Parcel-Encumbrance Location
2104228002-0000 2327 W 4130 S 14A
Parcel-Encumbrance Location
2104228001-0000 2337 W 4130 S 14B

Parcel-Encumbrance Location
2104228004-0000 2311 W 4130 S 15A
Parcel-Encumbrance Location
2104228003-0000 2319 W 4130 S 15B

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BK 8736 PG 2309

Parcel-Encumbrance Location
2104228008-0000 2310 W 4150 S 16A

Parcel-Encumbrance Location
2104228007-0000 2318 W 4150 S 16B

Parcel-Encumbrance Location
2104228006-0000 2326 W 4150 S 17A

Parcel-Encumbrance Location
2104228005-0000 2336 W 4150 S 17B

Parcel-Encumbrance Location
2104229002-0000 2325 W 4150 S 18A

Parcel-Encumbrance Location
2104229001-0000 2333 W 4150 S 18B

Parcel-Encumbrance Location
2104229004-0000 2309 W 4150 S 19A

Parcel-Encumbrance Location
2104229003-0000 2317 W 4150 S 19B

Parcel-Encumbrance Location
2104229009-0000 2308 W 4175 S 20A

Parcel-Encumbrance Location
2104229008-0000 2316 W 4175 S 20B

Parcel-Encumbrance Location
2104229007-0000 2324 W 4175 S 21A

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2104229006-0000 2332 W 4175 S 21B

Parcel-Encumbrance Location
2104229005-0000 2340 W 4175 S 22

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2104230001-0000 2339 W 4175 S 23

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2104230003-0000 2329 W 4175 S 24A

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2104230002-0000 2331 W 4175 S 24B

Parcel-Encumbrance Location
2104230005-0000 2307 W 4175 S 25A

Parcel-Encumbrance Location
2104230004-0000 2315 W 4175 S 25B

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Parcel-Encumbrance Location
2104230010-0000 2306 W 4195 S *26A*

Parcel-Encumbrance Location
2104230009-0000 2314 W 4195 S *26B*

Parcel-Encumbrance Location
2104230008-0000 2322 W 4195 S # 27A

Parcel-Encumbrance Location
2104230007-0000 2330 W 4195 S # 27B

Parcel-Encumbrance Location
2104230006-0000 2340 W 4195 S *28*

Parcel-Encumbrance Location
2104231001-0000 2345 W 4195 S *29*

Parcel-Encumbrance Location
2104231003-0000 2327 W 4195 S *30A*

Parcel-Encumbrance Location
2104231002-0000 2335 W 4195 S *30B*

Parcel-Encumbrance Location
2104231005-0000 2311 W 4195 S *31A*

Parcel-Encumbrance Location
2104231004-0000 2319 W 4195 S *31B*

Parcel-Encumbrance Location
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Parcel-Encumbrance Location
2104231010-0000 2318 W 4220 S *32B*

Parcel-Encumbrance Location
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Parcel-Encumbrance Location
2104231008-0000 2334 W 4220 S *33B*

Parcel-Encumbrance Location
2104231012-0000 2352 W 4220 S *34B*

Parcel-Encumbrance Location
2104231013-0000 2342 W 4220 S *34A*

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2104232002-0000 2341 W 4220 S 35A
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2104232001-0000 2349 W 4220 S 35B
 Parcel-Encumbrance Location
2104232004-0000 2325 W 4220 S 36A
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2104232003-0000 2335 W 4220 S 36B
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2104232006-0000 2309 W 4220 S 37A
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2104232005-0000 2319 W 4220 S 37B
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2104232012-0000 2308 W 4240 S 38A
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2104232011-0000 2316 W 4240 S 38B
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2104237001-0000 2355 W 4240 S 41B
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2104237004-0000 2331 W 4240 S 42A
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2104237003-0000 2339 W 4240 S 42B
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2104237005-0000 2323 W 4240 S 43B
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2104237006-0000 2315 W 4240 S 43A
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2104237007-0000 2307 W 4240 S 44B
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2104237010-0000 2291 W 4240 S 45A
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2104237009-0000 2299 W 4240 S 45B
Parcel-Encumbrance Location
2104237012-0000 2275 W 4240 S 46A
Parcel-Encumbrance Location
2104237011-0000 2283 W 4240 S 46B
Parcel-Encumbrance Location
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2104237014-0000 2267 W 4240 S (47
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Parcel-Encumbrance Location
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2104236010-0000 2276 W 4240 S 49A
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2104236004-0000 2277 W 4220 S 52A

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2104236003-0000 2285 W 4220 S 52B

Parcel-Encumbrance Location
2104236006-0000 2261 W 4220 S 53A

Parcel-Encumbrance Location
2104236005-0000 2269 W 4220 S 53B

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Parcel-Encumbrance Location
2104234003-0000 4212 S 2260 W 54A

Parcel-Encumbrance Location
2104234004-0000 4214 S 2260 W 54B

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2104234002-0000 4204 S 2260 W 55B

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2104235011-0000 4211 S 2260 W 56A

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2104235012-0000 4213 S 2260 W 56B

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2104235009-0000 4201 S 2260 W 57A

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2104235010-0000 4203 S 2260 W 57B

Parcel-Encumbrance Location
2104235014-0000 4202 S 2230 W 58B

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2104235015-0000 4199 S 2230 W 59A

Parcel-Encumbrance Location
2104235016-0000 4203 S 2230 W 59B

Parcel-Encumbrance	Property Location
2104235015-0000	4199 S 2230 W

58A

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8525504
02/10/2003 02:15 PM 46.00
Book - 8736 Pg - 2302-2314
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WATCHWOOD PLANNED UNIT DEV CO
C/O PARTLOW INV PROP INC
2274 S 1300 E #88-125
SALT LAKE CITY UT 84105
BY: EHR, DEPUTY - WJ 13 P.

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