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 Date **JUL 17 1984** at **9:06** AM **CAROL DEAN PAGE** Recorder **Davis County**  
 By *[Signature]* Deputy Book **998** Page **863**

**677856**

*Amend West Woods Mobile Home PUD  
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FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
 AND GRANT OF EASEMENT OF  
WEST WOODS MOBILE HOME P U D

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT is made as of this 16th day of July, 1984, the original thereof which was recorded on July 29, 1983, in the office of the Davis County, Recorder, Farmington, Utah, in Book 952, Page 735, as entry number 647158, by the undersigned Westwood Trailer Park, a Utah limited partnership and other owners who collectively constitute owners of more than a majority of owners of lots in the Mobile Home Subdivision, being owners of 43 of a total of 70 lots.

The original declaration contains 22 numbered paragraphs, and this amendment commences with paragraph 23 and amends all provisions of the original which are inconsistent with this amendment.

ADDITIONS AND AMENDMENTS

23 DEFINITIONS ADDED

a) "Common Area" shall mean all land and all portions of the property not located within any Unit; and also includes, but not by way of limitation, air conditioning equipment, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, perimeter walls, bearing walls, beams, columns and girders, to the interior surfaces thereof, regardless of location, yards, gardens, carports and parking areas, recreational facilities including clubhouse, swimming pool and putting green, all installations of power, lights, gas hot and cold water and heating

existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use:

b) The word "owner" means the person owning a lot in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in this declaration.

c) "Management Committee" shall mean the governing body of the Mobile Home Subdivision (project) constituted and elected pursuant to paragraph 27.

24 VOTING

At any meeting of the Owners, each owner, including Declarant shall be entitled to cast one vote for each lot owned by the voter, or if jointly owned, by the voters. Any Owner may attend and vote at such meeting in person or by an agent duly appointed by an instrument in writing signed by the Owner and filed with the Management Committee or the Manager, Any designation of an agent to act for an Owner may be revoked at any time by written notice to the Management Committee or Manager and shall be deemed revoked when the Management Committee or the Manager shall receive actual notice of the death or judicially declared incompetence of such Owner or of the conveyance by such Owner of his lot. Where there is more than one record Owner, any or all of such persons may attend any meeting of the Owners, but it be necessary for those present to act unanimously in order to cast the votes to which they are entitled. Any designation of an agent to act for such persons must be signed by all such persons. Declarant shall be entitled to vote with respect to any Mobile Home Lots owned by Declarant.

25 MEETINGS

The presence at any meeting of owners having a majority of the total votes shall constitute a quorum. In the event that a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners in accordance with the provisions of paragraph 4 hereof, and at that meeting the presence of Owners holding in excess of thirty percent of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the Owners present, though less than a quorum, may give notice to all the Owners in accordance with paragraph 26 of an adjourned meeting, and, at that meeting, whatever Owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Owners upon the affirmative vote of a majority of the voting power of the Owners present and voting provided that a quorum is present as provided for above.

a) Annual Meetings There shall be a meeting of the Owners on the third Tuesday of March of each year at 8:00 P.M. upon the Common Area or at such other reasonable place or time (not more than sixty days before or 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, the Management Committee shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Within ten (10) days after the annual meeting, said statement shall be delivered to the Owners not present at said meeting.

b) Special Meetings Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the

approval of all or some of the Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Management Committee, or by the Owners having one-third (1/3) of the total votes and delivered not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

#### 26 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 twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed 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 to the Lot of such person if no address has been given to the Manager. Such address may be changed from time to time by notice in writing to the Management Committee or the Manager.

#### 27 ELECTION AND PROCEEDINGS OF THE MANAGEMENT COMMITTEE

a) Election At each annual meeting, subject to the provisions of subparagraph 27 (e) hereof, the Owners shall elect a Management Committee for the forthcoming year, consisting of Five Owners; provided, however, that the first Management Committee elected hereunder may be elected at a special meeting duly called, said Management Committee to serve until the first annual meeting held thereafter. Every Owner entitled to vote at any election of members of the Management Committee may cumulate his votes and give one candidate a number of votes equal to the number of members of the Management Committee to be elected, multiplied by the number of votes to which such Owner is otherwise entitled, or distributed his votes on the same principle among as many candidates as he thinks fit. The candidates receiving the highest number of votes up to the number of members of the Management Committee to be elected shall be deemed elected.

b) Term Members of the Management Committee shall serve for a term of two (2) years; provided that three of the five members of the first Management Committee

elected shall serve for a one-year term. The other two shall serve for a two-year term. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an Owner, his membership on the Management Committee shall thereupon terminate.

c) Resignation and Removal Any members may resign at any time by giving written notice to the Manager, and any member may be removed from membership on the Management Committee by vote of the Owners; provided that unless the entire Management Committee is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds Twenty per cent (20%).

d) Proceedings Three members of the Management Committee shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall elect a chairman, who shall preside over both its meetings and those of the Owners. Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt. The Management Committee may also act without a meeting by unanimous written consent of its members.

e) Declarant Performs Functions Until a date three years from the date of completion of construction of the project or until all Lots have been sold, whichever is sooner, the rights, duties and functions of the Management Committee shall at Declarant's option be exercised by Declarant.

f) Notice of Election After the first election of the Management Committee, Declarant shall execute, acknowledge and record an affidavit stating the names of all of the persons elected to membership on the Management Committee. Thereafter, any two persons who are designated of record as being members of the most recent Management Committee (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Management Committee. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Management Committee and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

#### 28 AUTHORITY OF THE MANAGEMENT COMMITTEE

The Management Committee, for the benefit of the Owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund hereinafter

provided for, the following:

a) Sewer and Road maintenance: Lawn upkeep in common area; and any utility service for the Common Area.

b) A policy or policies as the same are obtained by the Management Committee insuring the Management Committee, the Owners and the Manager against any liability to the public or to the Owners (of Units and of the Common area, and their invitees, or tenants) incident to the ownership and/or use of the project. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for property damage each occurrence (such limits and coverage to be reviewed at least annually by the Management Committee and modified in its discretion) Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

d) The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Management Committee as well as such other personnel as the Management Committee shall determine shall be necessary or proper for the operation of the common Area, whether such personnel are employed directly by the Management Committee or are furnished by the Manager;

e) Legal and accounting services necessary or proper in the operation of the Common Area or the enforcement of this Declaration;

f) A fidelity bond naming the Manager, and such other persons as may be designated by the Management Committee as principals and the Owners as obligees, for the first year in an amount at least equal to one-half the estimated cash requirement for that year as determined under paragraph 9 hereof, and for each year thereafter in an amount at least equal to one-half the total sum collected through the common expense fund during the preceding.

g) Painting, Maintenance, repair and all landscaping of the Common Area, and such furnishings and equipment for the Common Area as the Management Committee shall determine are necessary and proper, and the Management Committee shall have the exclusive right and duty to acquire the same for the Common Area.

29 MANAGEMENT COMMITTEE

The Management Committee shall have the exclusive right to contract for all goods and services payment for which is to be made from the common expense fund.

30 COMMON EXPENSES: ASSESSMENTS

a) Within thirty (30) days prior to the beginning of each calendar year the Management Committee shall estimate the net charges to be paid during such year (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Owners pro rata with lot ownership. Declarant will be liable for the amount of any assessment against lots owned by Declarant. If said sum estimated proves inadequate for any reason, including nonpayment of any Owner's assessment, the Management Committee may at any time levy a further assessment which shall be assessed to the Owners in like proportions unless otherwise provided herein. Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Management Committee in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Management Committee shall designate;

b) The rights, duties and functions of the Management Committee set forth in this paragraph shall be exercised by Declarant for the period ending thirty (30) days after the election of the first Management Committee hereunder;

c) All funds collected hereunder shall be expended for the purpose designated herein.

d) The Manager or Management Committee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Area specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by Property Owners at convenient hours of the week days.

31 LIMITATION ON USE OF UNITS AND COMMON AREA

The Units and Common Area shall be occupied and used as follows;

a) No Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and

the Owner's family or the Owner's Lessees or guests.

b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Management Committee. No waste will be committed in the Common Area.

c) No sign of any kind shall be displayed to the public view on or from any lot or the Common Area, without the prior consent of the Management Committee.

d) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any lot or in the Common Area, except that dogs, cats or other household pets may be kept in Units subject to rules and regulations adopted by the Management Committee:

e) No noxious or offensive activity shall be carried on in any lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners;

f) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Management Committee;

g) There shall be no violation of rules for the use of the Common Area adopted by the Management Committee and furnished in writing to the Owners, and the Management Committee is authorized to adopt such rules.

### 32 OWNER OCCUPIED

All lots and improvements thereon will be owner occupied for at least three months of each year unless otherwise approved by a majority vote of Owners at a duly assembled meeting wherein a quorum is present.

Witness the execution hereof by a majority of lot owners the day and year first above written.

Westwood Trailer Park, a Utah Limited Partnership.

*John T. Eggett*  
JOHN T. EGGETT, General Partner

*Rodell Eggett*  
RODELL EGGETT, General Partner

*Larry T. Eggett*  
LARRY T. EGGETT, General Partner



