

50-50

SALT LAKE COUNTY
Katie L. Dixon, Salt Lake County Recorder

JAN 23 3 29 PM '80

REC'D OF Neil Selvin
REF Evelyn Thompson
Evelyn Thompson

AMENDMENTS TO ENABLING DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
REDWOOD II PLANNED UNIT DEVELOPMENT

3392056
3392056

THIS AMENDED ENABLING DECLARATION OF COVENANTS, CONDI-
TIONS AND RESTRICTIONS is made ad executed this 27th day of
November, 1979, by UTAH HOUSE DEVELOPMENT, INC., a Utah corpora-
tion, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the sole owner of that certain
parcel of real property (herein sometimes referred to as the
"subject property") located in Salt Lake County, Utah, and more
particularly described as:

Beginning at a point which is North 0° 01' 25" West
350.00 feet and North 89° 49' 42" East 33.00 feet from
the Southwest corner of the Northeast quarter of Section
22, T 2 S, R 1 W, S.L.B. & M. and running thence North
0° 01' 25" West 120.00 feet; thence North 89° 49' 42"
East 156.74 feet; thence North 0° 01' 25" West 123.50
feet; thence North 89° 49' 42" East 33.05 feet; thence
North 0° 01' 25" West 50.00 feet; thence North 89° 49'
42" East 146.46 feet; thence South 32° 32' 46" East
78.74 feet; thence South 36° 33' 28" East 104.00 feet;
thence South 31° 32' 00" East 191.64 feet; thence South
29° 49' 17" East 75.16 feet; thence South 89° 49' 42"
West 281.21 feet; thence North 0° 01' 25" West 86.00
feet; thence south 89° 49' 42" West 297.00 feet to the
point of beginning. (Contains 2.715 acres)

WHEREAS, Declarant has constructed upon the subject
property a Planned Unit Development, consisting of various im-
provements, all of such construction and specifications contained
in the Official Subdivision Plat Maps of the Planned Unit Devel-
opment; and

WHEREAS, Declarant has heretofore recorded with the
Recorder of Salt Lake County, State of Utah, an Enabling Declara-
tion of Covenants, Conditions and Restrictions of Redwood II
Planned Unit Development, recorded May 20, 1977, as entry no.
2947158, in book 4492, at pages 273, et seq., with respect to the
subject property; and

WHEREAS, the Declarant desires, by recording these
amendments, to provide for establishment of an incorporated
homeowner's association as well as to make various other amend-
ments to the original Declaration; and

200720 Main
84103

BOOK 5032 PAGE 647

ENABLING DECLARATION OF REDWOOD II

WHEREAS, this Amended Declaration shall supercede, in its entirety, the terms and conditions of the original Declaration; and

WHEREAS, Declarant has obtained the acknowledgement and consent to this Amended Declaration by all record owners of said parcel of real property, as well as the consent of all parties possessing liens affecting any portion of the subject property which, by their consents, on record with the Salt Lake County Recorder, said third party owners and lien owners hereby join in the submission of this property; and

WHEREAS, Declarant intends to provide that the individual lots located within the said development, together with the undivided ownership interest in the common areas and facilities as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth;

NOW, THEREFORE, Declarant hereby declares that that certain parcel of real property described above, shall be held, sold and conveyed and occupied subject to the following easements, restrictions, covenants, conditions, assessments, charges and liens, which are for the purpose of protecting the value and desirability of the subject property; and which shall be construed as covenants of equitable servitude and shall run with the subject property and be binding on all parties having any right, title or interest in the subject property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

When used in this Declaration, including the recitals hereto, the following terms shall have the meaning indicated:

1.1 Declaration: This Amended Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development, and all amendments thereto.

BOOK 5332 PAGE 648

ENABLING DECLARATION OF REDWOOD II

1.2 Declarant: Utah House Development, Inc., a Utah corporation, its successors-in-interest and specific assignees-in-interest to rights and obligations under this Declaration.

1.3 Project: The Redwood II Planned Unit Development.

1.4 Association: Redwood II Homeowners, Inc., a Utah non-profit corporation formed for management of the Project and more fully described in Article IV, below.

1.5 Management Committee and Committee: The Board of Trustees of the Association, or a management committee specifically designated as such by the Board of Trustees. The committee shall have and exercise the rights, powers and responsibilities designated and delegated in this Declaration and in the Articles of Incorporation, the By-Laws and rules and regulations of the Association.

1.6 Manager: The person or entity designated by the Association to manage the affairs of the Planned Unit Development.

1.7 Map: The official subdivision plat maps filed and recorded in the Official Records of the Salt Lake County Recorder.

1.8 Mortgage: Deed of Trust as well as mortgage.

1.9 Mortgagee: Beneficiary or holder under Deed of Trust as well as mortgagees.

1.10 Owner: Any person with an ownership interest in a lot, together with the undivided interest in the common areas as defined herein.

1.11 Lot: Lot shall mean and refer to each individual lot within the Project, as shown on the official subdivision plat map, which may or may not be improved and which may or may not include one-half (1/2) of a duplex on each lot.

1.12 Person: Legal entity as well as natural person.

ARTICLE II

GRANT AND SUBMISSION

Declarant hereby submits the subject property defined above, to the provisions of this Declaration, and to the covenants, conditions, restrictions, reservations, assessment charges and liens hereunder.

BOOK 5332 PAGE 619

ENABLING DECLARATION OF REDWOOD II

ARTICLE III

COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions and restrictions:

3.1 Name: The Declaration Project, as submitted to the provisions of this Declaration, shall be known as Redwood II Planned Unit Development.

3.2 Description of Lots: The Project consists of individual lots, each of which may or may not be improved and may or may not include one-half (1/2) of a duplex, all improvements to be constructed of materials architecturally compatible with the other improvements on the Project.

3.3 Designation of Lots: The lots herein, their locations, and approximate dimensions are indicated on the map.

3.4 Common Areas and Facilities: The common areas and facilities of the Project shall be and are all of the streets, roadways, parking areas, playgrounds, and any and all other common areas and facilities designated as such on the map.

3.5 Lots and Rights to Common Areas and Facilities Inseparable: The percentage of undivided interest in the common areas and facilities shall not be separated from the lot to which it appertains and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the lot to which they relate.

3.6 Voting - Common Expense - Ownership in Common Areas and Facilities: The percentage of undivided ownership in the common areas and facilities is set forth in the attached Exhibit "A," and shall be used for all purposes including voting and sharing of the common expenses in the proportionate value that each of the lots bears to the total value of the property within the Project. The Association shall be the record owner of all common areas and facilities.

3.7 Easements and Encroachments: In the event any portion of the common areas and facilities or any fences or walls

BOOK 5332 PAGE 650

ENABLING DECLARATION OF REDWOOD II

adjacent to a lot boundary in the Project are partially or totally destroyed, and then rebuilt or improved, maintained, painted, or repaired, encroachments shall be permitted as may be necessary, desirable or convenient upon the lots, and easements for such encroachments and for the maintenance of same shall exist for such period of time as may be necessary, desirable or convenient. In addition, encroachments shall be permitted upon the lots and the common facilities as may be necessary, convenient or desirable for the installation within the Project for the installation, placing, removal, inspection and maintenance of utility lines and utility service facilities, and any emergency or necessary repairs which the lot owner has failed to perform; and easements for such encroachments shall exist for such period of time as may be necessary, convenient or desirable.

3.8 Amendments: In addition to the amendment procedure provided by law and elsewhere in this Declaration, the lot owners shall have the right to amend this Declaration and/or the map upon the approval and consent of two-thirds (2/3) of the undivided interests 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 by duly executed and recorded instruments.

ARTICLE IV

REDWOOD II HOMEOWNERS, INC.

4.1 Owners Association: The administration of the Project shall be governed by this Declaration and the Articles of Incorporation and the By-Laws of Redwood II Homeowners, Inc., a Utah non-profit corporation. An owner of a lot shall automatically become a member of the Association and shall remain a member for the period of his ownership.

4.2 Association Management: The Association shall conduct the general management, operation and maintenance of the Project and of the common areas and facilities and the enforcement of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and rules and regulations adopted thereunder.

BOOK 5032 PAGE 651

ENABLING DECLARATION OF REDWOOD II

ARTICLE V

LIMITATION OF USE OF LOTS AND COMMON AREAS

The lots and common areas shall be occupied and used as follows:

5.1 Purposes: No owner shall occupy or use his lot, or any improvements thereon, or permit the same or any part thereof to be occupied or used for any purpose other than for residential purposes for the owner and the owner's family or the owner's lessees or guests. No commercial or business activities of any nature shall be engaged in or conducted on the lots or in the common areas, except that the owners may lease their lots for residential purposes.

5.2 No Obstructions: Except for portions of the Project expressly designated on the map, there shall be no obstruction of the common areas and nothing shall be stored in the common areas without prior consent of the Management Committee.

5.3 Alterations and Additions: No building, fence, wall, swimming pool, or other structure, shall be commenced, erected, altered, or placed on any portion of the Project, without the prior written approval of the Management Committee. All buildings, alterations and additions on the subject property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Project.

5.4 Easements: Easements shall exist on all lots and other portions of the Project for drainage facilities and for installation, maintenance, placing, removal, inspection, painting, repair and improvement of fences, utilities and common areas and facilities, and for necessary or emergency repairs; and such easements shall exist whether or not they are specified on the recorded map, and in accordance with paragraph 3.7 of Article III, above.

5.5 No Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or in the common areas, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided, further, that they do not

BOOK 5032 PAGE 652

ENABLING DECLARATION OF REDWOOD II

become an annoyance or nuisance, for any reason, to any owner or resident of a lot. Such animals as are permitted shall be strictly controlled and kept pursuant to Salt Lake County ordinances and regulations, and rules and regulations of the Management Committee.

5.6 No Offensive Activity: No noxious or offensive activity shall be carried on on any lot or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

5.7 Construction in Common Areas: Nothing shall be altered or constructed in or removed from the common areas, except upon the written consent of the Management Committee.

5.8 Rules: The Management Committee is authorized to adopt rules for the use of the common areas, which rules shall be in writing and furnished to the owners.

5.9 Dumping of Garbage: Except in areas designated on the map or by the Management Committee, no lot or portion of the common areas shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall any rubbish, trash, papers, junk or debris be burned within the Project. All trash, rubbish, garbage or other waste within the boundaries of the Project shall be kept only in sanitary containers. Each lot shall be kept free of trash and refuse by the owner of such lot. No person shall allow any unsightly, unsafe or dangerous conditions to exist on or in any lot.

5.10 Excavation: No excavation for stone, gravel or earth shall be made on the subject property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

5.11 Parking of Vehicles: No vehicles shall be parked overnight on any of the streets or roadways in the Project or on any common areas of the Project, except such vehicles, and upon such portions of the Project, specifically designated for this purpose on the map or by the Management Committee. In addition, no boats, campers, large trucks, motorhomes, or similar large items shall be parked or stored on any lot except in accordance

BOOK 5032 PAGE 653

ENABLING DECLARATION OF REDWOOD II

with rules and regulations adopted by the Management Committee.

ARTICLE VI

INSURANCE

6.1 Obtaining of Insurance Policies: The Management Committee shall obtain and maintain, at all times, a policy or policies insuring the Management Committee, the lot owners and the manager against any liability to the public or to the owners of lots and common areas, and their invitees or tenants, incident to the ownership and/or use of the common areas of the Project, issued by such insurance companies and with such limits of liability as determined by the Management Committee. 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 in respect to his, her or their action against another named insured.

6.2 Other Insurance: In addition, the Management Committee may obtain insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to common areas or other projects similar in construction, design and use.

ARTICLE VII

COMMON ASSESSMENTS

7.1 Payment of Assessments: Each lot owner shall pay to the Management Committee his portion of the costs and expenses required and deemed necessary, and upon the terms of payment determined by the Management Committee in connection with water and sewer services, if applicable, to the lots in the Project and costs and expenses deemed necessary to manage, maintain and operate the common areas and facilities of the Project, and may include, among other things, the cost of management, taxes, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs, and renovations of common areas and facilities, recreational areas and facilities, if any, garbage collection, road maintenance and repairs, snow removal, wages, water and

BOOK 5032 PAGE 654

ENABLING DECLARATION OF REDWOOD II

charges, legal and accounting fees, sewer charges, cost of operating all gas fired equipment and the cost of electricity, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the Articles of Incorporation or By-Laws of the Association, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses of any nature relating to this Project. Such payments shall be made upon the terms, at the time and in the manner provided without deduction of any off-sets or claims which the owner may have against the Committee, and if any owner shall fail to pay any installment within one (1) month from the time when the same becomes due, the owners shall pay interest thereon at the rate of one percent (1%) per month from the date when such installment shall become due to the date of payment thereof, and all costs and expenses, including reasonable attorney's fees, incurred by the Management Committee in collecting such unpaid assessments, whether or not formal legal proceedings have been commenced.

7.2 Collection of Assessments: The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. The assessment may include a pro-rata reallocation among the lots of any unpaid assessments on a lot which are not assessable against a lot owner, subject to the provisions of Article VIII, below. The Committee may include in the cash requirements for any year, any liabilities or items of expense which accrued or become payable in the previous year or which might have been included in the cash requirements for a previous year, but were not included therein, and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. In any year in which there is an excess of assessments received over amounts actually used for the purposes described in this Declaration, such excess

BOOK 5032 PAGE 655

ENABLING DECLARATION OF REDWOOD II

may, upon written consent of all of the members, be applied against and reduce the subsequent year's assessment or be refunded to the members. The preceding sentence shall automatically be repealed upon the revocation of Rev. Rul. 70-604, 1970-2, CB 9 promulgated by the Internal Revenue Service or upon a court of competent appellate jurisdiction declaring such Rev. Rul. invalid or upon amendment of the Internal Revenue Code or the Treasury Regulations thereunder obviating the requirement of a membership vote to apply such excess to the subsequent year's assessment or to refund same in order that such excess be excluded from gross income of the Association.

Notwithstanding any other provision herein to the contrary, assessments and any other charges shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the common areas and facilities that must be replaced on a periodic basis and are payable in regular installments rather than by special assessments.

7.3 Determination of Amounts: The pro-rata portion payable by the owner in and for each year or portion of year shall be that ratio, a sum within limits and on conditions hereinabove provided, calculated by multiplying to the aggregate amount of such cash requirements for such year or portion of year, by the owner's percentage of undivided interest in the common areas and facilities. All such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided by the Management Committee.

7.4 Unimproved Lots: It is the express intention of this Declaration, and this Declaration shall be so construed, that the entire pro-rata assessments payable to the Management Committee herein shall be made only to the extent so as to allow occupancy of such lots. Accordingly, notwithstanding any other provision of this Declaration, the Management Committee shall have discretionary powers to assess amounts less than the entire

BOOK 5332 PAGE 655

ENABLING DECLARATION OF REDWOOD II

pro-rata assessments specified above with respect to any lot on which habitable improvements have not been completed on such lot.

7.5 Powers of Management Committee: The Management Committee shall, in addition to all powers provided in this Declaration and in the Articles of Incorporation and By-Laws of the Association, have discretionary powers to prescribe the manner of maintaining the operation of the Project, and to determine the cash requirements of the Management Committee to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the Committee within the bounds of this Declaration shall be final and conclusive as to the owners, and any expenditures made by the Committee within the bounds of this Declaration shall be deemed, as against the owners, necessary and properly made for such purposes.

7.6 Application of Lease Payments: If any owner shall, at any time, let or sublet any lot and shall default for a period of one (1) month in payment of any management assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of such owner occupying the lot, the rent due or becoming due up to the amount of such assessment due, together with all penalties provided herein. Such payment of rent to the Committee shall be sufficient payment and discharge of such tenant or subtenant as between such tenant and subtenant and such owner to the extent of the amount so paid.

7.7 Collection of Assessments: Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same. The amount of assessment, whether regular or special, assessed to the owner of any lot, plus interest at one percent (1%) per month and costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of notice of assessment. Said lien for non-payment of

BOOK 53 PAGE 657

ENABLING DECLARATION OF REDWOOD II

common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(a) Tax and special assessment liens on the lot in favor of any assessment authority, or special district; and

(b) Encumbrances on the owner's lot and such owner's interest in the common areas recorded prior to the date such notice is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee stating the indebtedness secured by the lien upon any lot in the Project hereunder shall be conclusive upon the Management Committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or any encumbrancer or prospective encumbrancer of a lot upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on the lot may pay any unpaid common expenses payable with respect to such lot and upon such payment such encumbrancer shall have a lien on such lot for the amounts paid of the same ranks as the lien of his encumbrance.

Upon payment of a delinquent assessment concerning which such a certificate has been so recorded, or other satisfaction thereof the Management Committee shall cause to be recorded, in the same manner as the certificate of indebtedness, a further certificate stating the satisfaction and the release of the lien thereof. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions

BOOK 5032 PAGE 658

ENABLING DECLARATION OF REDWOOD II

of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure of sale, the owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees.

In case of foreclosure, the owner shall be required to pay a reasonable rental for the lot from the date a foreclosure action is filed with the Court having jurisdiction over the matter, and the Plaintiff in the foreclosure action shall be entitled to the appointment of a receiver, at the time such action is filed, to collect the rental without regard to the value of the mortgaged security. In any foreclosure of sale, the owner shall also be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. The Management Committee or Manager shall have the power to bid in the lot at foreclosure or other sale and to hold, lease, mortgage and convey the lot.

ARTICLE VIII

MORTGAGE PROTECTION

Notwithstanding all other provisions herein to the contrary:

8.1 Rights of First Refusal: Any "right of first refusal" which may be granted herein shall not impair the rights of a first mortgage to:

(a) Foreclose or take title to a lot pursuant to the remedies provided in the mortgage, or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) To sell or lease a unit acquired by a mortgagee.

8.2 Title in Mortgagee: Any first mortgagee who obtains title to a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such lots unpaid dues or charges which accrue prior to the acquisition of title to such lot by the mortgagee.

BOOK 5032 PAGE 659

ENABLING DECLARATION OF REDWOOD II

8.3 Consent of Mortgagees: Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual lots in the Project have given their prior written approval, the homeowners association or any corporation or trust established by the homeowners association shall not be entitled to:

(a) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any common areas or facilities owned, directly or indirectly, by the homeowners association or any corporation or trust established by the homeowners association, for the benefit of the lots in the Project (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common areas and facilities by the Project shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, due or other charges which may be levied against a lot owner;

(c) By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of lots, the exterior maintenance of lots, the maintenance of any common property party walls or common fences and driveways, or the upkeep of lawns and plantings in the Project;

(d) Fail to maintain fire and extended coverage on insurable common areas and facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) Use hazard insurance proceeds for losses to any common areas and facilities for other than

BOOK 5032 PAGE 660

ENABLING DECLARATION OF REDWOOD II

the repair, replacement or reconstruction of such common areas and facilities.

8.4 Taxes and Expenses: First mortgagees of lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common areas and facilities and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common areas and facilities and first mortgagees making such payments shall be owed immediate reimbursement therefore from the homeowners association.

8.5 Notice of Default by Individual Lot Borrower. A first mortgagee of a lot, upon request, shall be entitled to written notification from the homeowners' association of any default in the performance by the individual lot borrower of any obligation under this Declaration, or other constituent documents of this Planned Unit Development, which is not cured within sixty (60) days.

8.6 Management Agreements. Any agreement for professional management of the project, or any other contract providing for services of the developer, sponsor or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

8.5 No Priority: No provision herein is intended, nor shall it be construed, to give any lot owner, or any other party, priority over any rights of the first mortgagee of a lot pursuant to its mortgage in the case of a distribution to such lot owner of insurance proceeds or condemnation awards for losses to or a taking of common areas and facilities.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a planned unit development. Failure to enforce any provision hereof shall

BOOK 5032 PAGE 681

ENABLING DECLARATION OF REDWOOD II

not constitute a waiver of the rights to enforce said provision or any other provision hereof.

9.2 Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

9.3 Counterparts: This Declaration may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Paragraph Headings and Numbers: Headings and paragraph numbers have been inserted herein solely for convenience and reference and shall not be construed to affect the meanings, construction or effect of this Declaration.

9.5 Effective Date: This Declaration shall take effect upon recording.

ATTEST:

UTAH HOUSE DEVELOPMENT, INC.
A Utah Corporation,

BY [Signature]
Its Assistant Secretary

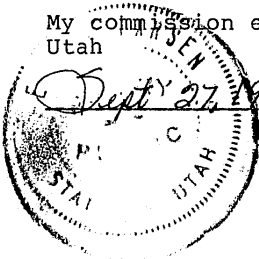
BY [Signature]
Its President

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

On the 27th day of November, 1979, personally appeared before me Vernon C. Hardman, Jr., the signer of the above and foregoing instrument who duly acknowledged to me that he is the President of UTAH HOUSE DEVELOPMENT, INC., and that the above and foregoing instrument was signed on behalf of said corporation.

[Signature]
NOTARY PUBLIC
Residing in Salt Lake City,

My commission expires:
Utah



BOOK 5332 PAGE 682

ENABLING DECLARATION OF REDWOOD II

<u>LOT</u>	EXHIBIT "A"	<u>PERCENTAGE OF COMMON AREAS AND FACILITIES</u>
Lot 1		.0416667
Lot 2		.0416667
Lot 3		.0416667
Lot 4		.0416667
Lot 5		.0416667
Lot 6		.0416667
Lot 7		.0416667
Lot 8		.0416667
Lot 9		.0416667
Lot 10		.0416667
Lot 11		.0416667
Lot 12		.0416667
Lot 13		.0416667
Lot 14		.0416667
Lot 15		.0416667
Lot 16		.0416667
Lot 17		.0416667
Lot 18		.0416667
Lot 19		.0416667
Lot 20		.0416667
Lot 21		.0416667
Lot 22		.0416667
Lot 23		.0416667
Lot 24		<u>.0416667</u>
		100%

BOOK 5032 PAGE 663

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 7 in the Redwood II Planned Unit Development, Salt Lake County, Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

DATED this 15 day of July, 1978.

Dennis J. Linton
Cheryl H. Linton

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

The foregoing instrument was acknowledged before me this 15th day of July, 1978, by Dennis J. & Cheryl H. Linton.

WITNESS my hand and official seal.



My commission expires: Mar 28, 1981

Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, ut

BOOK 5032 PAGE 664

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 8
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

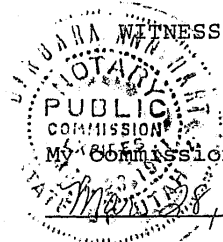
3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

DATED this 2 day of July, 1979.

Sally Sinclair

THE STATE OF UTAH,)
) ss,
COUNTY OF SALT LAKE,)

The foregoing instrument was acknowledged before me this 2nd day of July, 1979, by Sally Sinclair.

WITNESS my hand and official seal.

My Commission expires: 12/28, 1981

Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5332 PAGE 665

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 10
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 2nd day of July, 1979.

Cathy Fernley

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

The foregoing instrument was acknowledged before me this
2nd day of July, 1978, by Cathy Fernley

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 11
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 2nd day of July, 1978.

Clayton M. Matthews
Lynn A. Matthews

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

The foregoing instrument was acknowledged before me this
2nd day of July, 1978, by Clayton M.
Matthews & Lynn A. Matthews.

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 12
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

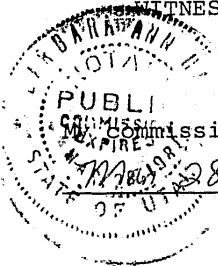
DATED this 2 day of July, 1979.

Richard D. Pelton

THE STATE OF UTAH,)
) ss,
COUNTY OF SALT LAKE,)

The foregoing instrument was acknowledged before me this
2nd day of July, 1979, by Richard D. Pelton.

WITNESS my hand and official seal.



Commission expires:
28, 1981

Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 13
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 2 day of July, 1979.

McKell A. Withers

Hollie Withers

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

The foregoing instrument was acknowledged before me this
2nd day of July, 1979, by McKell A. Withers & Hollie Withers.

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 669

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 15, 16
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 10 day of July, ¹⁹⁷⁹ 1978.

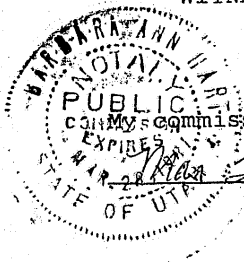
Gordon W. Hickman

Patricia L. Hickman

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

The foregoing instrument was acknowledged before me this
10th day of July, 1978, by Gordon W
& Patricia L. Hickman.

WITNESS my hand and official seal.



My commission expires:

Mar 28, 1981

Barbara Ann Hart

NOTARY PUBLIC

Residing in:

Salt Lake City, Utah

BOOK 5032 PAGE 670

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 15, 16
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 10 day of July, 1978.

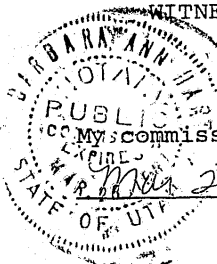
Gordon W. Hickman

Patricia L. Hickman

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

The foregoing instrument was acknowledged before me this
10th day of July, 1978, by Gordon W
Patricia L. Hickman

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 671

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 18
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

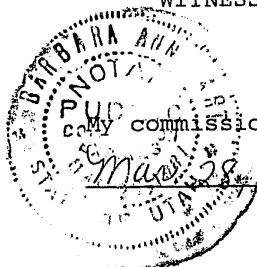
DATED this 2 day of July, 1979.

Lana Burker

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

The foregoing instrument was acknowledged before me this
2nd day of July, 1979, by Lana Burker

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 672

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 21
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

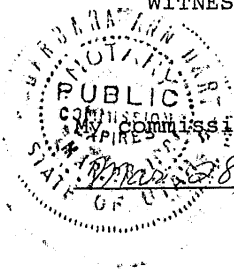
DATED this 3 day of July, 1978.

[Signature]
Wendy J. Spencer

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

The foregoing instrument was acknowledged before me this
3rd day of July, 1978, by Thomas J
Spencer & Wendy J. Spencer.

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 673

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 22
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 6th day of July, 1979, ~~1978~~.

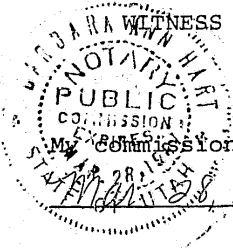
Richard Ruiz

Bonnie L Ruiz

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

The foregoing instrument was acknowledged before me this,
6th day of July, 1979, by Richard E
Bonnie L Ruiz

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 674

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 23
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

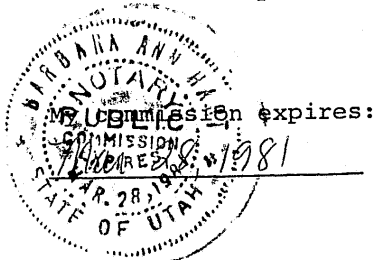
DATED this 2 day of July, 1979.

S. Lloyd Evans
Diana L. Evans

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

The foregoing instrument was acknowledged before me this
2nd day of July, 1979, by S. Lloyd Evans
Diana L. Evans.

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 675

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 24
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

DATED this 2nd day of July, 1979.

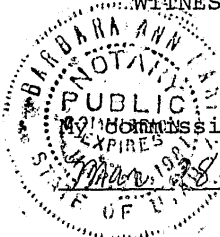
Charles Sena

Celeste Roberts

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

The foregoing instrument was acknowledged before me this 2nd day of July, 1979, by Charles Sena & Celeste Roberts.

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 676

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 1 in the Redwood II Planned Unit Development, Salt Lake County, Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

DATED this 6 day of July, 1979.

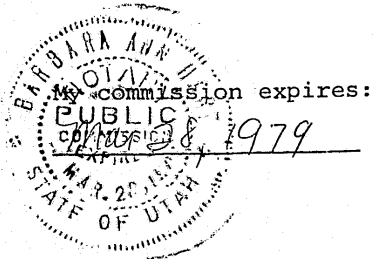
Cindy Hill

Brad T. Hill

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

The foregoing instrument was acknowledged before me this 6th day of July, 1979, by Brad & Cindy Hill

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5332 PAGE 677

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) #7
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

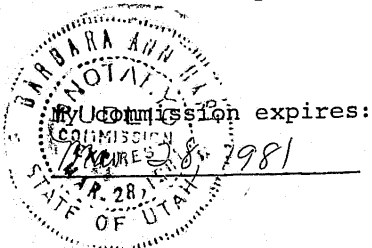
DATED this 9 day of July, 1978.

James R. Harris

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

9th The foregoing instrument was acknowledged before me this
day of July, 1978, by James R. Harris

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5332 PAGE 678

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 18, 19, 20, 21 and 24 in the Redwood II Planned Unit Development, Salt Lake County, Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

DATED this 17th day of July, 1979.
UTAH HOUSE DEVELOPMENT, INC.,

BY: [Signature]
Its President

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

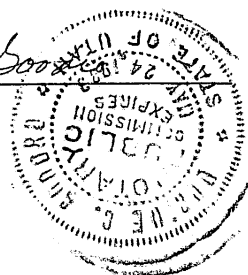
The foregoing instrument was acknowledged before me this 17th day of July, 1979, by VERN C. HARDMAN, JR.

WITNESS my hand and official seal.

My commission expires:

May 24, 1983

[Signature]
NOTARY PUBLIC
Residing in:



BOOK 5032 PAGE 679

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 3
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

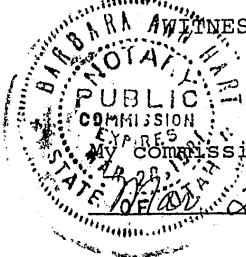
DATED this 2nd day of July, 1979.

John E. Parry
Dianne Parry

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

The foregoing instrument was acknowledged before me this
2nd day of July, 1979, by John E. Parry
& Dianne Parry

WITNESS my hand and official seal.



My commission expires:
28, 1981

Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 4
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration of Covenants, Conditions and Restrictions of Redwood II Planned Unit Development (the "amendments") has been delivered to, and examined by the undersigned. These amendments are for the purpose of making amendments to the Enabling Declaration of Covenants, Conditions and Restrictions heretofore recorded May 20, 1977, as entry no. 2947158, in book 4492, at pages 273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the recording of the amendments, and which are recorded concurrently herewith.

3. That the amendments shall take effect upon recording, and the lot(s) owned by the undersigned in the Redwood II Planned Unit Development is/are subject to all of the terms and conditions as set forth in the amendments.

DATED this 17th day of July, 1979.


LITTLE ENTERPRISES,
A Utah Limited Partnership,
BY: [Signature]
Its General Partner

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

The foregoing instrument was acknowledged before me this
17th day of July, 1979, by
VERN C. HARDMAN, JR.

WITNESS my hand and official seal.

My commission expires:
May 24, 1983

[Signature]
NOTARY PUBLIC
Residing in:


BOOK 5032 PAGE 681

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) 5
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

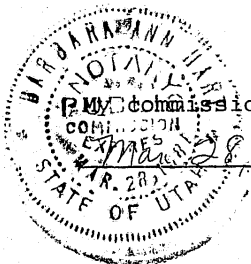
DATED this 9 day of July, 1979.

Gary W. Ellison

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

The foregoing instrument was acknowledged before me this
9th day of July, 1979, by Gary W. Ellison

WITNESS my hand and official seal.



Barbara Ann Hart
NOTARY PUBLIC
Residing in:
Salt Lake City, Utah

BOOK 5032 PAGE 682

CONSENT AND ACKNOWLEDGEMENT

THE UNDERSIGNED, being the owner(s) of lot(s) #6
in the Redwood II Planned Unit Development, Salt Lake County,
Utah, hereby consent(s) and acknowledge(s) as follows:

1. That a copy of Amendments to the Enabling Declaration
of Covenants, Conditions and Restrictions of Redwood II Planned
Unit Development (the "amendments") has been delivered to, and
examined by the undersigned. These amendments are for the
purpose of making amendments to the Enabling Declaration of
Covenants, Conditions and Restrictions heretofore recorded
May 20, 1977, as entry no. 2947158, in book 4492, at pages
273, et. seq., in the office of the Salt Lake County Recorder.

2. That the undersigned hereby consent(s) to the record-
ing of the amendments, and which are recorded concurrently
herewith.

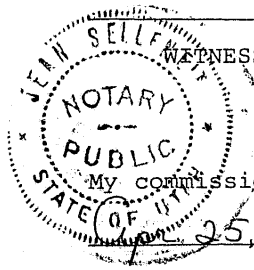
3. That the amendments shall take effect upon recording,
and the lot(s) owned by the undersigned in the Redwood II
Planned Unit Development is/are subject to all of the terms
and conditions as set forth in the amendments.

DATED this 9 day of July, 1979.

Robert B. Abraham

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

The foregoing instrument was acknowledged before me this
9th day of July, 1979, by _____.



Jean Sellenit
NOTARY PUBLIC
Residing in:

BOOK 5032 PAGE 683