

When Recorded Returns  
Waverly Station  
308 East 4500 South #200  
Salt Lake City UT 84107

**WAVERLY STATION HOMEOWNERS ASSOCIATION, INC.**

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment), is made this 6th day of June, 2012, by WAVERLY STATION, L.L.C., a Utah Limited Liability Company ("Declarant").

WITNESSETH:

WHEREAS, Waverly Station LLC made, executed and caused to be recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions dated October 2, 2006 and recorded among the Salt Lake County Recorder's Office, Entry #9862959, Book 9359, Pages 8366-8402, pursuant to which the Declarant subjected all that property described in the Declaration (the "Property") and Declarant formed an association known as, "Waverly Station Homeowners Association" ("Association"); and

WHEREAS, the South boundary line of Phase 3 of Waverly Station is bordered by the Plymouth Town's subdivision and:

WHEREAS, the Waverly Station Lots 123 thru 130 inclusive and lot 140 all share a Common Area Sidewalk "the Sidewalk" with Plymouth Towns and:

WHEREAS, the maintenance of the Sidewalk will be undertaken by the Waverly Station Homeowners Association:

11406193  
6/7/2012 4:04:00 PM \$41.00  
Book - 10024 Pg - 3462-3469  
Gary W. Ott  
Recorder, Salt Lake County, UT  
US TITLE  
BY: eCASH, DEPUTY - EF 8 P.

NOW THEREFORE, the Declarant pursuant to the Reserved Rights of Declarant under paragraph 5.1 (d) hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

The Waverly Station Homeowners Association and the Plymouth Towns Homeowners Association have entered into a separate agreement, a copy of which is attached, whereby the Plymouth Towns Homeowners Association shall make an annual payment to the Waverly Station Homeowners Association to cover the cost of regular maintenance of the Common Area Sidewalk.

In all other respects, the Declaration, as amended, remains unchanged.

WITNESS the hand and seal of Waverly Station L.L.C. on the day herein above first written.

WITNESS/ATTEST: WAVERLY STATION L.L.C.  
By: HAMLET HOMES CORPORATION,  
Its Managing Member

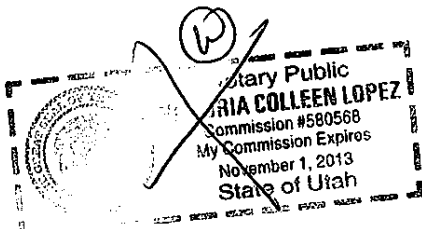
By: *John Aldous* (SEAL)  
John Aldous, President Hamlet Homes

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

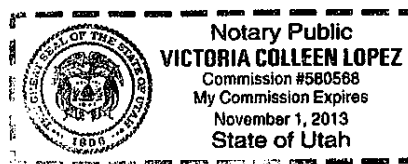
I HEREBY CERTIFY that on this 7<sup>th</sup> day of July, 2009, before me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Managing Member of Waverly Station, L.L.C., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

*[Signature]*  
Notary Public



My Commission Expires: 11-1-15



EXHIBIT

LOTS 123 THROUGH 130 WAVERLY STATION PHASE 3, 2<sup>ND</sup> AMENDED , AND  
LOT 140 WAVERLY STATION PHASE 3, 4<sup>TH</sup> AMENDED

15-36-279-185  
15-36-279-186  
15-36-279-187  
15-36-279-188  
15-36-279-189  
15-36-279-190  
15-36-279-191  
15-36-279-192  
15-36-279-228

**Agreement between**  
**Plymouth AvenueTown Homeowners Association**  
**And**  
**Waverly Station Homeowners Association**

WHEREAS, lot numbers 123 through 130 inclusive and lot 140 of the Waverly Station Phase III and lot numbers 501 through 504 and 801 through 805 of the Plymouth Avenue community together share a 262 ft. common walkway.

WHEREAS, the Waverly Station Limited Liability Company as declarant of the Waverly Station Homeowner's Association on January 25, 2012 granted an easement for access to the Plymouth Avenue Townhomes;

WHEREAS, the two associations desire to create a maintenance agreement for the express purpose of maintaining aforementioned common sidewalk;

As the sidewalk is primarily contained on the Waverly Station property, it is agreed by both parties, that Waverly Station shall be responsible for the maintenance of this common sidewalk.

- Maintenance shall include the cost of lighting along the sidewalk.
- Maintenance shall include a capital reserve account sufficeint for repair and replacement of the sidewalk during its expected life expectancy.
- Maintenance shall include snow removal from the aforementioned common sidewalk.



The budget for the maintenance for this common area sidewalk has been prepared by Community Solutions, the current management company for both associations. The budget is attached.

It is agreed that Plymouth Avenue Homeowners Association will make a monthly payment to the Waverly Station Homeowners Association of \$ 75.16. The first monthly payment shall be due January 1, 2013. It is agreed that these payments shall be made for as long as the two associations exist.

Plymouth Avenue Homeowners Association

Clint B. Ryfle  
President

Date 6-6-12

Waverly Station Homeowners Association

Jim Allison  
President

Date 5-16-12

p:\assistant\communes\waverly station\hoa docs\ws - plymouth ave homeowners association sidewalk maintenance agreement 4-2-12.docx

EXHIBIT

UNITS 501 THROUGH 504 PLYMOUTH AVENUE TOWNHOES PHASE 5 AND  
UNITS 801 THROUGH 805 PLYMOUTH AVENUE TOWNHOMES PHASE 8

15-36-277-096  
15-36-277-097  
15-36-277-098  
15-36-277-099  
15-36-277-110  
15-36-277-111  
15-36-277-112  
15-36-277-113  
15-36-277-114

When Recorded Return To:  
Michael Brodsky  
Waverly Station LLC  
308 East 4500 South  
Ste 200  
Salt Lake City Utah 84107

### EASEMENT FOR ACCESS

This EASEMENT FOR INGRESS AND EGRESS ACCESS is granted and entered into this 25<sup>th</sup> day of January 2012, by and between Waverly Station LLC a Utah Limited Liability Company, and Waverly Station Homeowners Association Grantors, and Plymouth Avenue Townhomes, Grantee.

### RECITALS


A) Waverly Station Homeowners Association is the Declarant of certain real property, known as Waverly Station Phase No.3 4<sup>th</sup> Amended Plat, which property is more particularly described as follows:

A parcel of land located in Lot 15, Block 15, Ten Acre Plat "A" Big Field Survey and also located in the Northeast Quarter of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

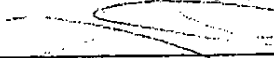
Beginning at a point on the Southerly Right-of-Way Line of 3700 South Street as described in Book 9-R at Page 157 of the Salt Lake County records, said point being S0013°08'W 901.85 feet along the East line of said Block 15, and West 262.89 feet from the Northeast Corner of Lot 14, said Block 15, as shown on a map recorded March 20, 1899 as Entry No. 127045 in D-42 of the Salt Lake County records, and running thence, along said Southerly Right-of-Way Line, the following two (2) courses: (1) N86 47'07"E 24.61 feet, (2) S89 51'52"E 238.52 feet to the Westerly Right-of-Way Line of West Temple Street; thence along said Westerly Right-of-way Line, S00 13°08'W 241.08 feet; thence S89 44°08'W 262.13 feet to the Easterly Boundary Line of the Proposed Waverly Station No. 2; thence, along said Easterly Boundary line of the Proposed Waverly Station No. 2 and the Easterly Boundary Line of Waverly Station No. 1, as recorded in Book 2006P at Page 214 of the Salt Lake County records, the following two (2) courses: (1) North 239.70 feet, (2) Northerly 1.78 feet along the arc of a 10.00 foot radius curve to the right, chord bears N05 06'19"E 1.78 feet to the Point of Beginning, Less and excepting Lots 123 through 130 and 143 through 161.

Contains: 63,526 square feet or 1.458 acres and 39 Lots

Waverly Station Homeowners  
Association

  
John Aldous, President

Waverly Station L.L.C., Utah  
Limited Liability Company

  
Michael M Brodsky

UNOFFICIAL RECORDING  
THIS DOCUMENT IS BEING RECORDED  
SOLELY AS A COURTESY TO THE PARTIES.  
U.S. TITLE ASSUMES NO RESPONSIBILITY  
FOR THE CONTENTS HEREOF AND MAKES  
NO REPRESENTATIONS AS TO THE EFFECT  
OR VALIDITY OF THIS DOCUMENT.

Waverly Shared Sidewalk Costs

8' Walk from West Temple to East side of Lot 123 south of detention pond.

340' walk @ 8' wide

Date: 5/21/2012

136-140 (Actual Costs)

Conc Prep	\$ 0.85	476 sq. ft.	\$ 404.60
Prep Material (Base)	\$ 21.51	15.75 yds	\$ 339.10
Conc. Labor	\$ 0.85	488 sq. ft.	\$ 414.80
Conc. Labor Steps			\$ 204.00
Conc. Mat	\$ 100.00	8.75 yds	\$ 875.00
Conc. Pump	\$ 400.00	1 time	\$ 400.00

Total for 136-140

\$ 2,637.50

**Bowler Share**

\$ 1,318.75

123-130 (Projected Costs)

Demo Existing 6' Walk	\$ 1.25	480 sq. ft.	\$ 600.00
Conc Prep	\$ 0.85	2240 sq. ft.	\$ 1,904.00
Prep Material (Base)	\$ 21.51	64 yds	\$ 1,376.64
Conc. Labor	\$ 0.85	2240 sq. ft.	\$ 1,904.00
Conc. Mat	\$ 100.00	27.65 yds	\$ 2,765.00
Lights	\$ 1,796.00	5 pcs	\$ 8,980.00
Conc. Pump	\$ 600.00	1 time	\$ 600.00

Total for 123-130

\$ 18,129.64

**Bowler Share**

\$ 9,064.82

**Total Bowler**

\$ 10,383.57

