

BOOK 1220

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When recorded, mail to:

Pheasantbrook Homeowners Association
21 West Pheasantbrook Drive
Centerville, UT 84014

PAGE _____

RECORDED AT REQUEST OF
Pheasantbrook Homeowners Assn
1988 FEB 24 AM 10:18

CAROL DEAN PAGE
DAVIS COUNTY RECORDER

DEPUTY J.P. FEE 83.50

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FEB 24 1988

AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF THE

PHEASANTBROOK PLANNED UNIT DEVELOPMENT

(Part I through Part VIII)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PHEASANTBROOK PLANNED UNIT DEVELOPMENT (the "Amendment") is made and entered into this ___ day of February, 1988, by PHEASANTBROOK HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation (hereinafter referred to as the "Association").

R E C I T A L S

A. The Association is a nonprofit corporation, incorporated under the laws of the State of Utah.

B. The Association is authorized and empowered, pursuant to the "Declarations", as hereinafter defined, to maintain and administer a residential planned unit development known as the Pheasantbrook Planned Unit Development (the "Development").

Note: Terms which are capitalized herein shall constitute defined terms, and unless otherwise defined herein, shall have the meaning ascribed to them in the Declarations.

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13.114 Pheasantbrook VII
Pheasantbrook VIII
0024, 0041-0048
002-0025-0040
002-0049-0052
002-0053-0064
002-0065-0092
002-0093-0124

C. The Development is located upon certain real property in Davis County, State of Utah, and more particularly described on Exhibit "A", attached hereto (the "Property").

D. The Development has been created and the Association has received its authority to administer the Development pursuant to the following:

(i) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part I) dated March 24, 1975, and recorded March 24, 1975 as Entry No. 410334 in Book 562, beginning at Page 977 of the official records of Davis County, State of Utah (the "Part I Declaration");

(ii) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part II) dated August 5, 1975, and recorded August 5, 1975 as Entry No. 417219 in Book 574, beginning at Page 226 of the official records of Davis County, State of Utah (the "Part II Declaration");

(iii) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part III) dated November 5, 1975 and recorded November 5, 1975 as Entry No. 422438 in Book 582, beginning at Page 770 of the official records of Davis County, State of Utah (the "Part III Declaration");

(iv) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part IV) dated December 6, 1976 and recorded December 7, 1976 as Entry No. 448927 in Book 627, beginning at Page 367 of the official records of Davis County, State of Utah (the "Part III Declaration");

(v) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part V) dated March 23, 1977 and recorded March 23, 1977 as Entry No. 457046 in Book 641, beginning at Page 248 of the official records of Davis County, State of Utah (the "Part V Declaration");

(vi) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part VI) dated July 22, 1977 and recorded July 22, 1977 as Entry No. 468041 in Book 660, beginning at Page 138 of the official records of Davis County, State of Utah (the "Part VI Declaration");

(vii) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part VII) dated January 22, 1978 and recorded February 22, 1978 as Entry No. 487258 in Book 692, beginning at Page 561 of the official records of Davis County, State of Utah (the "Part VII Declaration"); and

(viii) A Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development (Part VIII) dated January 5, 1979 and recorded January 17, 1979 as Entry No. 520581 in Book 749, beginning at Page 488 of the official records of Davis County, State of Utah (the "Part VIII Declaration").

The Part I Declaration, the Part II Declaration, the Part III Declaration, the Part IV Declaration, the Part V Declaration, the Part VI Declaration, the Part VII and the Part VIII Declaration shall be collectively referred to herein as the "Declarations". Each of the Declarations affect and encumber a portion of the Property.

E. The Association has determined to amend each of the Declarations to provide for certain covenants, conditions and restrictions not originally contemplated in the Declarations.

F. Pursuant to the requirements of the Declaration, the within amendments to said Declaration have been duly adopted at a meeting of and upon the required vote of the Members of the Association, which meeting was duly called for such purpose in accordance with the Bylaws of the Association and the requirements of the Declarations.

NOW, THEREFORE, having complied fully with the requirements for amendment of the Declarations, as set forth in the Declarations, the Association hereby makes the following declarations respecting the Property:

1. Use of Garages: No Owner of Lot or Living Unit, nor any renter, lessee, or occupant of Lot or Living Unit, shall cause or permit the use, renovation, reconstruction, outfitting, making over or furnishing of a garage or any portion of a garage located in the Development into a kitchen, dining room, bedroom, family room, recreation room, dining room, study, den, bathroom or other similar or dissimilar area intended for the day to day occupancy by those occupying those portions of the Living Unit originally designed for human occupancy. It is the express intention of this provision that the garage portion of a Living Unit be continued to be used as a garage for the parking of vehicles as originally designed. The Association shall be entitled to obtain injunctive relief to terminate any conversion in progress in violation hereof, prohibit any use of such area in violation of this provision, or to compel an Owner of a Living Unit to restore said garage to such a condition as shall permit its use for parking of vehicles.

2. Use of Parking Areas: The Association shall have the authority to make rules and regulations regarding parking in the Development and to designate no-parking areas within the Development, for the purpose of promoting the health and safety of residents of the Development. The Association shall have the authority to enforce such rules and regulations, including, without limitation, the authority to have vehicles towed or impounded at the expense of the owner of such vehicles, and to levy and collect fines.

3. Consolidation of Declarations. The real property defined in the Declarations as the Entire Tract, consisting of each separate parcel described in Parts I through VIII, constitute a common project which is being managed and governed as The Pheasantbrook, a planned unit development, by the Pheasantbrook Owners Association, and notwithstanding any provision of Part I through VIII of the Declarations, all such Parts of the Declaration of Covenants, Conditions, and Restrictions of the Pheasantbrook Planned Unit Development shall be and is hereby deemed to be consolidated into one and the same Declaration and any and all provisions thereof shall be construed to constitute one and the same Declaration which shall be enforced, administered, amended and interpreted as one document and that all requirements for quorums, percentages of votes or classes of votes required therein shall be calculated by using all votes within the entire Development taken together, including Parts I through VIII, inclusive. Any meeting called and held, any action taken, approval given, using such computation, shall be deemed properly approved and any amendment approved using such computation and recorded as required thereby, shall, to the extent required, constitute an amendment of each and every Part of the Declaration.

4. Amendment to Each Declaration. Each and every Declaration set forth in Recital D of this Amendment shall be

deemed to be amended to the extent required to make the provisions of such Declaration consistent with the provisions of this Amendment.

IN THE WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first written above.

PHEASANTBROOK HOMEOWNERS ASSOCIATION,
a Utah nonprofit corporation

By *Mara F. Hall*
Its *President*

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the *23rd* day of February, 1988, personally appeared before me *Mara F. Hall*, who did say that she is the *President* of PHEASANTBROOK HOMEOWNERS ASSOCIATION, a Utah nonprofit corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and said *Mara F. Hall* duly acknowledged to me that said corporation executed the same.

My commission expires:
7-15-91

Marshall L. Ross
Notary Public
Residing at: *877 W. 7th Street*
Centerville, Utah
84014

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