

After Recording Return to:

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
BATEMAN ESTATES AND SANDALWOOD COVE PLANNED UNIT DEVELOPMENT
Davis County, Utah**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions Bateman Estates and Sandalwood Cove Planned Unit Development (hereinafter "First Amendment") hereby amends that certain Declaration of Covenants, Conditions and Restrictions Bateman Estates and Sandalwood Cove Planned Unit Development, as amended, recorded on March 1, 2001 in the Davis County Recorder's Office, as Entry No. 1642341.

RECITALS:

(A) This First Amendment affects and concerns the real property located in Davis County, Utah, and more particularly described in **Exhibit "A"** attached hereto ("Property"), which description contains both the Sandalwood and Bateman Neighborhoods.

(B) A Declaration of Covenants, Conditions, and Restrictions Bateman Estates and Sandalwood Cove Planned Unit Development was recorded by the original developer Wasatch Builders on March 1, 2001 as Entry No. 1642341 ("Declaration").

(C) A Plat map for the Bateman Estates PUD was recorded by the original developer Wasatch Builders on March 1, 2001, as Entry No. 1642339 in the Davis County Recorder's Office ("Bateman Plat").

(D) A Plat map for the Sandalwood Cove PUD was recorded by the original developer Wasatch Builders on March 1, 2001, as Entry No. 1642340 in the Davis County Recorder's Office.

(E) A Developer's Planned Unit Development (P.U.D.) Agreement with South Weber City was recorded on March 1, 2001, as Entry No. 1642342 in the Davis County Recorder's Office ("Development Agreement"). The Development Agreement identified the Property as "Sandalwood Cove PUD and Bateman Estates PUD" collective "Planned Unit Development PUD".

(F) An Escrow Planned Unit Development (P.U.D.) Agreement was recorded on March 1, 2001, as Entry No. 1642343 in the Davis County Recorder's Office ("Escrow Agreement"). The Escrow Agreement identified the project as "Sandalwood Cove PUD and Bateman Estates PUD" collectively "Planned Unit Development PUD" and included the legal description for the entire Property.

(G) Articles of Incorporation of Sandalwood Cove Homeowners Association was filed on October 24, 2002 ("Sandalwood Association").

(H) Articles of Incorporation of Bateman Estates Homeowners Association, Inc. was filed on October 24, 2002 ("Bateman Association").

(I) An Amended Plat map for the Sandalwood Cove Amended PUD was recorded March 18, 2004, as Entry No. 1970728 in the Davis County Recorder's Office ("Sandalwood Plat").

(J) Both the Sandalwood and Bateman Associations (collectively "Associations") were/are registered with the State of Utah Division of Corporations and with the State of Utah Homeowners' Registry.

(K) Despite the contents of the Declaration and other documents identified above, the Associations have operated independently, with independent and separate Boards of Directors for several years.

(L) The Associations have maintained different areas of the Property and provided different services to the Owners in their respective neighborhoods for several years.

(M) The Associations and its members recognize that certain ambiguity exists within the Governing Documents with regard to:

1. The relationship between the Associations;
2. Respective maintenance responsibilities;
3. Respective insurance responsibilities;
4. Certain definitions and provisions within the Declaration.
5. Access rights; and
6. Overall responsibilities and obligations within the Property.

(N) The Associations and their members desire to amend the Declaration to clarify and facilitate cooperation and ongoing administration of the Associations moving forward.

(O) Bateman Neighborhood shall generally refer to Lots 1-15 on the Bateman Plat, Bateman Way (and its adjacent parking), and open space identified on the Bateman Plat. Sandalwood Neighborhood shall generally refer to the Lots 1-68 on the Sandalwood Plat, Sandalwood Drive (and its adjacent parking), Jace Lane and its adjacent parking, and opens space identified on the Sandalwood Plat ("Neighborhood" or collectively "Neighborhoods"). Bateman and Sandalwood Neighborhoods, while within the same Property, shall be treated as separate and distinct areas within the overall community, wherein a separate sub-association is formed and governing its respective neighborhood. Each Neighborhood may be subject to different Assessments, varying architectural and use restrictions, varying amenities and maintenance responsibilities, and other conditions specific to each Neighborhood.

(P) Pursuant to Article X, Section 4 of the Declaration and the Utah Community Association Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting members of the Associations, provided their written consent approving and consenting to the recording of this First Amendment.

CERTIFICATION

By signing below, the Board Presidents for the Associations hereby certifies that the above described approvals were obtained, approving and consenting to the recording of this First Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Recitals.** The above Recitals are incorporated herein by reference and made a part hereof.
2. **No Other Changes.** Except as otherwise expressly provided in this First Amendment, the Declaration remains in full force and effect.
3. **Authorization.** The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.
4. **Conflicts.** In the case of any conflict between the provisions of this First Amendment and the provisions of the Declaration, Bylaws, or Articles of Incorporation for the Associations, the provisions of this First Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, Bylaws, or Articles of Incorporation for the Associations that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment.
5. **Counterparts; Successors.** This First Amendment may be executed in one or more counterparts and delivered by electronic transmission, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns. This First Amendment shall be governed by the laws of the State of Utah.

AMENDMENTS

6. Operations. The Associations shall maintain separate: bank accounts, Boards of Directors, operations, budgets, reserves, assessments, insurance, and maintenance for those items of responsibility for each Neighborhood.

7. Sandalwood Maintenance. Sandalwood Association shall be responsible for the maintenance of the following Common Areas: (1) Common Area/Open Space identified in the Sandalwood Plat; (2) Sandalwood Drive and adjacent visitor parking; (3) Jace Lane and adjacent visitor parking; (4) Common Area/Open Space that lies to the north and east of Lot 15 on the Bateman Plat (which generally following Sandalwood Drive on the east side of the Project); (5) Common Area/Open Space that lies north of Lot 1 on the Bateman Plat; and (6) any required maintenance for the Units in the Sandalwood Neighborhood, as further set forth in the Declaration, as amended. Attached hereto as **Exhibit B** is a satellite image identifying Green Spaces 1-4 that are to be maintained by Sandalwood Association.

8. Bateman Maintenance. Bateman Association shall be responsible for the maintenance of the following Common Areas: (1) Bateman Way and adjacent visitor parking stalls; (2) Common Area/Open Space encircled by Bateman Way, and (3) any required maintenance for the Lots in the Bateman Neighborhood, as further set forth in the Declaration, as amended. Attached hereto as **Exhibit B** is a satellite image identifying Green Space 5 that is to be maintained by Bateman Association.

9. Insurance Requirements. The Association shall maintain all insurance required by the Declaration and the Utah Community Association Act for their respective Neighborhoods.

10. Easements. There is an equal reciprocal, cross-easements, and access rights for all Owners in the Property to access the private drives and community open space. Visitor parking in Sandalwood will be limited to Sandalwood residents and visitor parking in Bateman will be limited to Bateman residents.

11. Cooperation. The Associations shall coordinate as necessary with service providers when appropriate in maintaining their respective Neighborhoods, as well as any common rules for use of the Common Areas and roadways. Each Association shall have an obligation to cooperate with one another as necessary to carry out their respective duties. Nothing herein contained shall restrict or prohibit an Association from owning, in its own name, Common Area within its Neighborhood or modifying or adopting such further restrictions and rules for its respective Neighborhood as further set forth herein.

12. Governing Document Amendments following Adoption of this First Amendment. Article 10, Section 4 is hereby deleted in its entirety and replaced with the following:

- A. Except for those conditions set forth in 12(B), the Declaration, Bylaws or Articles, as applicable to each Neighborhood, can be modified by the affirmative vote of the Owners representing not less than fifty-one percent (51%) of the total Owners in the

respective Neighborhood making the amendment. No meeting or voting shall be required for such amendment, if the required, written consent is obtained from the requisite number of Owners within the Neighborhood adopting the amendment (i.e. each Neighborhood can adopt and modify the covenants applicable to that neighborhood with fifty-one percent (51%) of the Owners within said Neighborhood).

B. Notwithstanding the amendment procedure set forth in 12(A), the following actions, adoptions or amendments can only be approved with sixty-seven percent (67%) of the of all Owners, including both Sandalwood and Bateman Neighborhoods:

- i. Amendment of this First Amendment;
- ii. Cancellation of insurance for any Common Areas within a Neighborhood;
- iii. Dissolution of an Association;
- iv. Condemnation action;
- v. Bankruptcy of an Association; and
- vi. Amendments directly impacting Owner rights outside of an Association's respective Neighborhood.

13. Amended Definitions. Where applicable and where the context requires that terms such as: Common Area, Common Area Expenses, Association, Board, Plat, Owner, Member, Lot, Unit, insurance, maintenance, and other relevant terms and definitions are applicable to the specific Association and specific Neighborhood as intended by this First Amendment.

14. Further Authorization. Owners hereby authorize the Boards for the Associations to undertake any other necessary documentation, submittals, or legal authorizations (if any) required to carry out the purpose and objectives set forth in this First Amendment.

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IN WITNESS WHEREOF, the undersigned hereby executes this First Amendment.

BATEMAN ESTATE HOMEOWNERS ASSOCIATION, INC.

Kristopher B. Springer
By: Kristopher B. Springer
Its: President

STATE OF UTAH)
: ss
COUNTY OF Davis)

On this 11th day of December, 2020, personally appeared before me ~~Kristopher B. Springer~~ Kristopher B. Springer, who being by me duly sworn, did say that he/she is the President of Bateman Estate Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



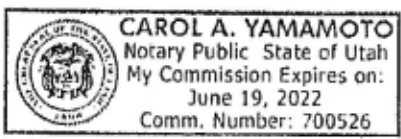
Kelsey Ortiz
Notary Public

SANDALWOOD COVE PUD HOMEOWNERS ASSOCIATION, INC.

Rebecca M. Marino
By: Rebecca M. Marino
Its: President

STATE OF UTAH)
: ss
COUNTY OF Hobbs)

On this 2 day of December, 2020, personally appeared before me Rebecca M. Marino, who being by me duly sworn, did say that he/she is the President of Sandalwood Cove PUD Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Carol A. Yamamoto
Notary Public

Exhibit A
Legal Description for Property
(Sandalwood & Bateman)

Sandalwood Neighborhood:

AMENDED PLAT MAP FOR THE SANDALWOOD COVE AMENDED PUD WAS RECORDED MARCH 18, 2004, AS ENTRY NO. 1970728 IN THE DAVIS COUNTY RECORDER'S OFFICE ("SANDALWOOD PLAT").

All of the Lots and Common Areas located within the Sandalwood Cove Amended PUD.

Tax I.D. Nos. 13-256-0001 - 0068

Bateman Neighborhood:

PLAT MAP FOR THE BATEMAN ESTATES PUD WAS RECORDED BY THE ORIGINAL DEVELOPER WASATCH BUILDERS ON MARCH 1, 2001, AS ENTRY NO. 1642339 IN THE DAVIS COUNTY RECORDER'S OFFICE ("BATEMAN PLAT").

All of the Lots and Common Areas located within the Bateman Estates PUD.

Tax I.D. Nos. 13-222-0001 - 0018

Exhibit "B" - Map of Green Space

