

When Recorded Return to:
Village 2 Owners Association, Inc.
4155 South 2700 West
Salt Lake City, Utah 84119

8/00

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28 MARCH 90 09:41 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
VILLAGE 2 OWNERS ASSOCIATION, INC.
REC BY: D DANGERFIELD , DEPUTY

4897386

AMENDED
DECLARATION OF PROTECTIVE COVENANTS,
AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING
A PORTION OF THE REAL PROPERTY KNOWN AS
VILLAGE 2 PLANNED UNIT DEVELOPMENT (PART A)
SALT LAKE COUNTY, STATE OF UTAH

THIS Amended Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting a Portion of the Real Property Known as Village 2 Planned Unit Development (Part A), Salt Lake County, State of Utah (hereinafter referred to as "AMENDED SUPPLEMENT" is made and executed in Salt Lake County, State of Utah, this 28th day of March, 1990, by the Village 2 Owners Association, Inc., a Utah non-profit corporation (hereinafter Referred to as "ASSOCIATION") pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36 Utah Code Annotated, (1953) as amended).

WITNESSETH:

WHEREAS, pursuant to the Utah Condominium Act, the Articles of Incorporation, By-Laws, and enabling documents (described below) of Village 2 Planned Unit Development (hereinafter referred to as "VILLAGE 2"), the Association has succeeded to all the right, title, interest and obligations of its predecessor in that it possesses full and exclusive responsibility for managing the subject property described below;

WHEREAS, the property hereinafter described has been submitted to the terms of the certain Enabling Declaration of Covenants, Conditions, and Restrictions of Village 2 Planned Unit Development (Part A) (hereinafter "Enabling Declaration"), which was recorded in the office of the County Recorder for Salt Lake County, State of Utah, on the 16th day of October, 1973, as Entry No. 2576236 in Book 3439 at Pages 308-29 and is therefore subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens as set forth in said Enabling Declaration;

WHEREAS, the property hereinafter became part of the Village 2 Planned Unit Development upon the filing of the Declaration of Protective Covenants, Agreements, Restrictions and Conditions Affecting a Portion of the Real Property Known as Village 2 Planned Unit Development (Part A), Salt Lake County, State of Utah

(hereinafter "ORIGINAL SUPPLEMENT"), which was recorded in the Office of the County Recorder for Salt Lake County, State of Utah, on the 10th day of October, 1974, as Entry No. 2657731 in Book 3700 at Pages 249-60, and is therefore subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens as said forth in said Original Supplement;

WHEREAS, pursuant to the Enabling Declaration, Articles of Incorporation and By-Laws of Village 2, the Association has obtained the required assent to this amendment from the majority of the owners and members who have an interest in the property hereinafter described;

WHEREAS, for the purpose of clarifying, modifying and amending the Original Supplement, the Association and the individuals having an interest in the property hereinafter described hereby amend said Original Supplement in its entirety as follows:

WITNESSETH:

WHEREAS, The Village 2 Owners Association, Inc., A Utah non-profit Corporation (hereinafter referred to as the "ASSOCIATION"), has the responsibility of managing the following described property (hereinafter referred to as "PHASE 2"), located in Salt Lake County, State of Utah, to-wit:

BEGINNING at a point which is East 900.84 feet and South 56.46 feet from the North 1/4 corner of Section 4 T.2S., R.1W., S. L. B. & M. and running thence; South 77°36'10" East 312.06 feet, thence South 89°50'08" East 451.48 feet; thence South 03°12'39" West 365.98 feet; thence South 06°00'06" West 501.00 feet; thence North 81°00'00" West 200.00 feet; thence South 09°00'00" West 117.00 feet; thence North 81°00'00" West 549.24 feet; thence North 03°18'00" East 88.87 feet; thence North 04°10'00" West 77.95 feet; thence South 89°50'08" East 30.15 feet; thence along a 677.18 foot radius curve to the right 24.93 feet; thence North 00°00'47" East 505.48 feet; thence along a 115.00 foot radius curve to the right 98.32 feet; thence North 00°09'52" East 149.59 feet; to the point of beginning.

ALSO:

LOTS 3, 4, 5, 6, 7, 8, 9, 10 and 11 of Village II, Phase I, Subdivision, a part of the N.W. 1/4 of the N.E. 1/4 of Section 4, T. 25, R.1W. Salt Lake Base and Meridian and more fully described on that certain plat recorded October 29, 1971, as Entry No. 2418346 in Book KK of Plats at page 23.

WHEREAS, the Association desires by filing this Amended Supplement to submit the Phase 2 parcel, together with the buildings and other improvements thereto, to the provisions of the Utah Condominium Ownership Act;

WHEREAS, the Association desires by filing this Amended Supplement to submit the Phase 2 parcel, together with the buildings and other improvements thereto, to the covenants, conditions and restrictions of the Enabling Declaration governing all of the Village 2 property as set forth in said Declaration;

WHEREAS, the Association intends by filing this Amended Supplement to submit said Phase II parcel and all improvements now or hereafter made thereon to those additional and supplemental easements, covenants, conditions, restrictions, reservations, assessments, charges, and liens set forth in this Amended Supplement;

WHEREAS, the Association has obtained the acknowledgment and consent to this amendment of 51% of the unit owners, which results are on file and of record in the Management offices of Village 2;

WHEREAS, the Association desires to maintain a residential area of distinctive and individual character, to enhance and protect the value, desirability and attractiveness of the Phase 2 property and to provide a means by which such character, value, desirability and attractiveness may be safeguarded and protected.

NOW, THEREFORE, said Association hereby declares that all of the Phase 2 property described above and all improvements now existing or hereafter made thereon is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved as separate parcels of land subject to the following covenants, agreements, restrictions and conditions (hereinafter referred to as "COVENANTS"), which covenants shall run with the land and be a burden and a benefit to all having an interest therein, their successors, assigns, heirs, executors, administrators, grantees and devisees:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USED AND BUILDING TYPE: No portion of Phase 2 shall be used for anything except residential purposes. No building shall be erected, altered, placed or permitted to remain on any portion of Phase 2 other than a single-family living unit not to exceed two stories in height, such as a condominium unit, townhouse unit, or a detached, single-family dwelling, together with a private garage for not more than two (2) automobiles. "Family" is defined to mean persons related by blood or marriage or by legal adoption.

2. ARCHITECTURAL CONTROL: No building, landscaping, grading, fence, wall, swimming pool or other structure, shall be commenced, erected, placed or altered on the Phase 2 property nor shall any re-roofing or exterior re-painting be done, without the prior written approval of the architectural control committee and without full

compliance with the provisions of Section 6, Article II of these covenants. All buildings, changes, alterations and additions on the Phase 2 property shall be made in a workmanlike manner and shall be architecturally compatible with the rest of the Phase 2 property.

3. BUILDING SIZE AND LOCATION: No building shall be permitted on the Phase 2 property having a ground floor area in the main structure, exclusive of open porches, carports, or garages, of less than 600 square feet for a single story building, or 380 square feet for a two story building. In addition, no building or carport shall be located on any portion of the Phase 2 property nearer to any property line, nor nearer to any street, other than as provided in applicable Salt Lake County zoning ordinances and regulations.

4. EASEMENTS: Easements for installation and maintenance of utilities and draining facilities, and all other easements are reserved as shown on the recorded plat.

5. NUISANCES: No noxious or offensive activity shall be carried on upon the Phase 2 property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any owner or resident of a portion of the Phase 2 property.

6. TEMPORARY AND OTHER STRUCTURES: No structures of a temporary nature, such as a trailer, basement house, tent, shack, garage, barn, or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall such structures be permitted on the Phase 2 property at any time. No old or secondhand structures shall be moved onto any of the Phase 2 property, it being the intention hereof that all dwellings and other

buildings to be erected on the Phase 2 property shall be new construction, architecturally compatible and of good quality workmanship and materials.

7. LIGHTS, POLES, AND EXTERIOR FIXTURES: No yard lights, mailboxes, window shades, awnings, planters, window guards, antennas, satellite dishes, light fixtures, fans, air conditioning devices, or other similar items shall be installed on the exterior of any building on the Phase 2 property without the prior written consent of the architectural control committee; nor may any lighting device be installed or maintained on the Phase 2 property which causes an intensity or glare offensive to, or interfering with, any owners or residents of a portion of the Phase 2 property.

8. SIGNS: No billboard of any character shall be erected, posted, painted or displayed upon or about the Phase 2 property. No sign, except "For Sale" or "For Lease" signs of customary and reasonable dimensions and design, shall be erected or displayed upon or about the Phase 2 property unless and until the form, dimensions and design of said sign have been submitted to and approved by the architectural control committee. The architectural control committee shall have the authority to remove "For Sale" and "For Lease" signs determined by it to be contrary to customary and reasonable dimensions and/or design.

9. BUSINESS OR COMMERCIAL ACTIVITIES: No business or commercial activities of any nature shall be engaged in or conducted on the Phase 2 property without the proper channels being approached, with Salt Lake County and the Board of Trustees being applied to for

approval in writing and approval being granted.

10. ANIMALS, LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on Phase 2 property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided they do not become an annoyance or nuisance, for any reason, to any owner or resident of a portion of the Phase 2 property. Such animals as are permitted shall be strictly controlled and kept pursuant to Salt Lake County ordinances and regulations.

11. SANITATION AND HEALTH: No portion of the Phase 2 property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk, or debris shall be burned upon the Phase 2 property except that trash may be burned inside homes that are properly equipped with inside incinerator units. Each portion of the Phase 2 property shall be kept free of trash and refuse by the owner of such portion of the Phase 2 property. No person shall allow any unsightly, unsafe or dangerous conditions to exist on the Phase 2 property.

12. WATER SUPPLY: No individual water-supply system, eg. wells, etc., shall be used or permitted to be used on the Phase 2 property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Utah State Health Department. Approval of such system and its

installation shall be obtained from such authority prior to installation.

13. SIGHT DISTANCE AT INTERSECTIONS AND CORNERS: No fence, wall, hedge, or shrub planting which obstructs sightlines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any portion of the Phase 2 property, at street corners, or at curves within the triangular area formed by the front and side lines of such portion of the Phase 2 property. Sightline limitations shall apply on any portion of the Phase 2 property within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections or to obstruct such sightlines.

14. PARKING OF RECREATIONAL VEHICLES: No recreational vehicles, including but not limited to buses, tractors, trailers, camping vehicles, boats, boat trailers, and mobile homes, may be parked within the Phase 2 property except in areas designated by the Board of Trustees; provided that during daylight hours such vehicles may be parked near residential buildings on the Phase 2 property for the purpose of servicing, repairing, cleaning, loading or unloading. Notwithstanding any other provision herein, no vehicle of any kind shall be parked in a manner which could interfere with the orderly flow of traffic within the Phase 2 property.

15. LANDSCAPING: Within twelve (12) months of occupancy of any residence on the Phase 2 property, the owner of such residence must have substantially completed the landscaping of his or her portion of

the Phase 2 property. Such landscaping shall include, but not be limited to, the preparation for and planting of lawn, grass or other appropriate ground cover, and appropriate shrubbery, and all landscaping is subject to prior approval by the architectural control committee.

16. FENCES:

(a) Materials: Fences or walls shall be of wood, brick or slump block. No fences or walls of chain link wire mesh or unpainted concrete block shall be allowed without the prior written consent of the architectural control committee.

(b) Height: Fences, walls or hedges shall not extend beyond the front yard set back at any point except that a fence, wall or hedge not exceeding three feet six inches may enclose no more than one-half the area beyond the front yard set back.

17. PARTY WALLS:

(a) General Rules of Law to Apply: Each wall which is built as a part of the original construction of any residence upon the Phase 2 property and placed on the dividing line between lots on the Phase 2 property shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Cost of Repair and Maintenance: The cost of reasonable repair and maintenance of the party wall shall be shared by the owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty: If a party wall

is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent and willful acts or omissions.

(d) Weatherproofing: Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with the Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor-in-title or interest.

18. EXCAVATING: No excavation for stone, gravel or earth shall be made on the Phase 2 property unless such excavation is made in connection with the erection of a building, structure, landscaping or other improvement thereon.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. MUTUAL AND RECIPROCAL BENEFITS: All of these covenants, agreements, restrictions and conditions shall be made for the direct and mutual and reciprocal benefit of each and every portion of the Phase 2 property and shall be intended to create a mutual and equitable servitude upon each portion of the Phase 2 property in favor of every other portion of the Phase 2 property and to create reciprocal rights and obligations between the respective owners of all portions of the Phase 2 property and to create a privity of contract and estate between the grantees of the Phase 2 property, their heirs, successors and assigns and shall, as to the owners of each portion of the Phase 2 property, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other portions of the Phase 2 property.

2. DURATION OF RESTRICTIONS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date this Amended Supplement is recorded, and said covenants shall be automatically extended for successive periods of ten (10) years, unless an amendment changing said covenants in whole or in part has been voted on by a 51% majority of the then owners of the Phase 2 property represented in person or by proxy at a special meeting called for such purpose and recorded at the Salt Lake County Recorder's office.

3. ACCEPTANCE OF RESTRICTIONS: The acceptance of any deed, contract or conveyance by a purchaser or grantee of any portion of or interest in the Phase 2 property, shall conclusively constitute the covenant, consent and agreement of the purchaser or grantee and their heirs, executors, administrators, successors and assigns, shall conclusively constitute their covenant, consent and agreement with the original Developer and the Association and with all other owners of a portion of the Phase 2 property to accept and hold the portion of the Phase 2 property described in such deed, contract or conveyance subject to these protective covenants, agreements, restrictions and conditions.

4. ENFORCEMENT: The owner or owners of any portion of the Phase 2 property, and/or the architectural control committee, shall be entitled to prosecute any proceeding, at law or equity, against any person, firm, corporation or party violating, attempting or threatening to violate any of the covenants and restrictions contained herein and to enforce, restrain, enjoin and/or collect damages for such violation or attempted or threatened violation. Failure by the architectural control committee, the Association or any property owners, or their legal representatives, heirs, successors or assigns to enforce any of said covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter. Any and all remedies specified herein shall be deemed cumulative and not exclusive.

5. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants, restrictions and agreements contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or restriction, or any part thereof shall be thereby affected or impaired; and the Association and the owners of the Phase 2 property, their successors, heirs and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason become unenforceable.

6. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee, which is vested with the powers described herein shall be the Owners Association Board of Trustees in its entirety. Prior to commencement of any excavation, construction, remodeling or alteration to any structure, there shall first be filed with the architectural control committee one (1) complete set of plans and specifications for such excavation, construction, remodeling or alteration, together with a block or plot plan indicating the exact part of the Phase 2 property the improvement will cover. Said work shall not commence unless the architectural control committee shall endorse said plans as being in compliance with these covenants or the plans are otherwise approved by the committee. The committee shall

have the right to refuse to approve any such plans and specifications which, in the committee's discretion, are not desirable, and in so passing upon them the committee shall have the right to take into consideration the suitability of any proposed excavation, construction, remodeling, re-painting or alteration and of the materials to be included, the harmony and effect thereof with the surroundings, and the effect thereof on the cutlook from the adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. Each and every request shall be handled on a separate and individual basis. All requests must be submitted in writing, and all approvals or disapprovals by the committee must be in writing as well with details provided as to the reasons for the approval or disapproval.

In the event the committee fails to approve or disapprove conditionally or otherwise, in writing said plans within thirty (30) days after their submission, then said approval shall not be required.

No member of the architectural control committee shall be entitled to any compensation for services performed pursuant to these covenants and restrictions.

The architectural control committee shall have the power and authority to take such action as it deems necessary to keep any portion of the Phase 2 property and exterior of any structure maintained so that the same complies with the provisions of these covenants and restrictions. In this connection, the committee may notify any owner of a portion of the Phase 2 property of any violation hereunder, and if the owner fails to correct such violation after due notice, then in such event the architectural control committee shall cause the necessary corrections to be made and compliance hereunder to be effected, and the cost and expenses thereof shall constitute a lien against such real property affected and shall also be the personal obligation of the owner of said property. The architectural control committee shall have the right to foreclose its lien against the said real property in the manner and nature that mechanics liens are foreclosed and shall also have an action at law against the owner for the amount involved. Nothing herein shall be construed as authorizing or empowering the architectural committee to change or waive any restrictions set forth in these covenants, agreements, restrictions and conditions except as specifically provided herein.

7. ASSIGNMENT AND RESERVATION OF POWERS: Any and all rights and powers of the Association herein contained may be delegated, transferred or assigned. Wherever the term "Association" is used herein, it includes assigns or successors in interest of the Association.

8. CONSENTS: The Association has obtained the acknowledgement and consent to this Amended Supplement by a 51% majority vote with a quorum being those Phase 2 property owners represented, either in person or by proxy, at the meeting called for this purpose.

9. 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.

10. COUNTERPARTS: This Amended Supplement is an original and is but one part of the Enabling Declaration which establishes and controls Village 2 in its entirety pursuant to the Utah Condominium Act, all of the parts of which together constitute one and the same instrument and must be read together to effect the purposes of the Enabling Declaration.

11. EFFECTIVE DATE: This Amended Supplement shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have executed this Amended Supplement the day and year first above written.

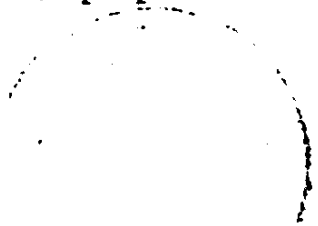
VILLAGE 2 OWNERS ASSOCIATION, INC.

A Utah non-profit corporation,

BY: Cornelia W. Withler President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 26th day of March, 1990, personally appeared before me Connie Wirthlin who, being by me duly sworn, did acknowledge to me that she is the President of Village 2 Owners Association, Incorporated, a Utah non-profit corporation, and that she signed and executed the foregoing AMENDED DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING A PORTION OF THE REAL PROPERTY KNOWN AS VILLAGE 2 PLANNED UNIT DEVELOPMENT (PART A), SALT LAKE COUNTY, STATE OF UTAH on behalf of said corporation pursuant to authority of its By-Laws, and that the foregoing AMENDED DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING A PORTION OF THE REAL PROPERTY KNOWN AS VILLAGE 2 PLANNED UNIT DEVELOPMENT (PART A), SALT LAKE COUNTY, STATE OF UTAH was the act of the corporation for the purposes stated therein.


John Bank
NOTARY PUBLIC
Residing at: S. h. c. rd. 84119

MY COMMISSION EXPIRES:

11-12-91

VILLAGE 2 OWNERS ASSOCIATION, INC.,
a Utah non-profit corporation,

BY: Robert B. Lassitt
NAME
TITLE Pr. Pres.

BY: Cynthia C. Kirkwood
NAME
TITLE Sec. - Treas.

BY: _____
NAME
TITLE

BY: [Signature]
NAME

BY: Elizabeth Ouse
NAME

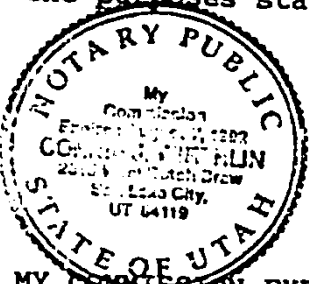
BY: Stanley H. Galt
NAME

BY: Fern C. Harris
NAME

ETC. . . .

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 23rd day of March, 1990 personally appeared before me ROBERT B. FASSETT, Carolyn C. Kir Musard, JAMES GOLDEN, Elizabeth Clouse, FRANC HARRIS, STANLEY H. CARTER, who, being by me duly sworn, did acknowledged to me that they are, respectively, the (INSERT TITLES OF EACH INDIVIDUAL HERE) of Village 2 Owners Association, Incorporated, a Utah non-profit corporation, and that each signed and executed the foregoing AMENDED DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING A PORTION OF THE REAL PROPERTY KNOWN AS VILLAGE 2 PLANNED UNIT DEVELOPMENT (PART A), SALT LAKE COUNTY, STATE OF UTAH on behalf of said corporation pursuant to authority of its By-Laws, and that the foregoing AMENDED DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING A PORTION OF THE REAL PROPERTY KNOWN AS VILLAGE 2 PLANNED UNIT DEVELOPMENT (PART A), SALT LAKE COUNTY, STATE OF UTAH was the act of the corporation for the purposes stated therein.



Connie L. Wittkiewitz
NOTARY PUBLIC
Residing at: 2575 W. Durham Dr

MY COMMISSION EXPIRES;
8-7-92

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