AMENDMENT TO

THE

8658156
05/21/2003 11:23 AM 79.00
Book - 8801 P9 - 3578-3580
GARY W. OTT
RECORDER, SALI LAKE COUNTY, UTAH
JORDAN DEVELOPMENT
9071 S 1300 W
STE 201
WEST JORDAN UTAH 84088
BY: SMR, DEPUTY - WI 3 P.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

DOVE MEADOWS PLANNED UNIT DEVELOPMENT

Pursuant to the provisions of Section 13.2 of the Declaration of Covenants, Conditions and Restrictions for Dove Meadows Planned Unit Development (the "Declaration"), and applicable law, the Dove Meadows Homeowners Association, Inc. (the "Association") with the consent of Jordan Development, L.L.C., a Utah limited liability company ("Declarant"), does hereby amend, supersede in part and supplement the Declaration.

WHEREAS, the Declaration was executed on June 19, 2001, and was recorded as Entry No. 7935607, at Book 8473, Page 8269, in the Records of the Salt Lake County Recorder, on June 29, 2001; and

WHEREAS, on April 1, 2003, at a meeting of the Members of the Association, by unanimous vote, a resolution to amend the Declaration duly adopted in the manner provided in Section 13.2 of the Declaration, and consistent with applicable law;

WHEREAS, as required by Section 13.2, the amendment to the Declaration set forth below was approved by the unanimous vote of the members voting in person or by proxy at the said meeting, which was duly called for such purpose, which votes represented 67% or more of the total votes of the Association, and is consented to by the Declarant, as acknowledged below; and

WHEREAS, Section 13.2 requires that the amendment be accomplished through the recordation of an instrument executed by the Association and by the Declarant;

ON THE BASIS OF THE FOREGOING, THEREFORE, Sections 10.8.1 and 10.8.2, of the Declaration are hereby amended (and the previous Sections 10.8.1 and 10.8.2 are superseded in the entirety) by the following; and the Declaration is accordingly supplemented and amended as follows:

10.8.1 No fencing shall be constructed on any part of the Property except in a manner and location approved by the Board. Applications shall be in writing, and shall specify the proposed location, height, materials, color, style, etc., and address the impact on the PUD community. In considering approval of any fencing, the Board shall consider the factors listed, the interests of the community, and any other factors or issues, and shall strive to establish and maintain a complementary scheme in height, materials, color and appearance of the fencing, for the aesthetic benefit of the entire PUD community. Chain-link and wood fences are not

allowed. Any fencing which is approved by the Board shall provide for access for maintenance in a manner which is also approved by the Board.

10.8.2 The Board may grant or deny any request in its sole discretion. Notwithstanding the foregoing, the Board shall not have authority to approve fencing within the front yard setback of any Unit, nor within the side yard setback on the side which is adjacent to the street, for any corner Unit which is adjacent to the street on the side yard. It is anticipated that fencing may be constructed around the perimeter of the Property, and in the backyards of the Units not bordering common areas, subject to approval. Also, it is anticipated that the Units which are adjacent to Cape Dove Park may, upon approval by the Board according to the foregoing, be permitted a four-foot high picket-type fence, with uniform gaps between slats, which "gaps" shall account for at least 50% of the length of the fence which separates the Unit and the said park. The Units which are adjacent to Cape Dove Park are: 101, 102, 103, 104, 108, 109 and 110.

Except as amended, superseded and supplemented hereby, the Declaration shall remain in full force and effect. The terms of this Amendment to the Declaration shall control and supersede any conflicting provisions of the Declaration.

The foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Dove Meadows Planned Unit Development was adopted by the Association and consented to by the Declarant pursuant to the provisions of Section 13.2 of the said Declaration. This Amendment to the Declaration shall be effective upon recordation with the Salt Lake County Recorder.

DATED this $9^{\frac{rh}{h}}$ day of $\frac{rh}{h}$, 2003.

DECLARANT:

JORDAN DEVELOPMENT, L.L.C.

CW Management Corporation, Manager

Christopher K McCandless President

ASSOCIATION:

DOVE MEADOWS HOMEOWNERS

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Signature

Print Name

Title

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Christopher K McCandless, the signer of (blue is authorized by C.W. Management Corporation, in its capacity as Manager of	, 2003, personally appeared before me le above instrument, who duly acknowledged to me that oration, to execute the same for and on behalf of the said Jordan Development, L.L.C., a Utah limited liability lanager executed the foregoing document pursuant to its ent, L.L.C.
MOTARY RUBLE: BECKY MURDOCK BECKY MURDOCK 2473 WEST JORDAN UT 84088 MY COMMISSION EXPIRES MAY 14, 2016 STATE OF UTAH	Bichy Mudoch Notary Mudoch
STATE OF UTAH))ss. COUNTY OF SALT LAKE)	

corporation in his authorized capacity as stated.

BECKY MURDOCK 2473 WEST SUGAR FACTORY ROAD WEST JORDAN, UT 84088 MY COMMISSION EXPIRES MAY 14, 2006 STATE OF UTAH

)ss.

STATE OF UTAH

COUNTY OF SALT LAKE)

Below Mendock NOTARY PUBLIC

27-03-201-051 and 049

On this 8th day of May, 2003, personally appeared before me Wayne L. who duly acknowledge to me that

he executed the same for and on behalf of Dove Meadows Homeowners Association, Inc., a Utah