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Page 1 of 26

Mary Ann Trussell, Summit County Utah Recorder

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WHEN RECORDED RETURN TO:

The Woods of Parley's Lane, Inc.
1434 East 4500 South #103
Salt Lake City, UT 84117

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE WOODS OF PARLEYS LANE**

AND

**AMENDMENT TO BYLAWS OF
THE WOODS OF PARLEYS LANE HOMEOWNERS ASSOCIATION**

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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE WOODS OF PARLEYS LANE**

This Amendment to Declaration of Covenants, Conditions and Restrictions for The Woods of Parleys Lane (the "*Amendment to Declaration*") is made and executed on this 15th day of September, 2015 by Declarant¹, a Utah corporation, in its capacity as the Declarant and Class "B" Member of the Association.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions for the Woods of Parleys Lane (the "*Declaration*") was recorded on February 7, 2007 as Entry No. 00804138 in Book 1846 commencing at Page 361 of the official records in the office of the County Recorder of Summit County, State of Utah. The Declaration affects certain real property located in Summit County, Utah as more particularly described in the attached Exhibit A, which is incorporated herein by this reference.

B. Declarant is the Declarant under the Declaration and Class "B" Member of the Association.

C. As of the date of this Amendment to Declaration, the Class "B" Control Period has not expired or otherwise terminated.

D. Section 16.1 of the Declaration permits the Declarant to unilaterally amend the Declaration for any purpose so long as the Declarant owns property in the Community for development as part of The Woods of Parleys Lane and provided the amendment has no materially adverse effect upon the rights of more than 5% of the Members.

E. As of the date of this Amendment to Declaration, the Declarant owns property in the Community for development as part of The Woods of Parleys Lane and has determined that this Amendment to Declaration has no materially adverse effect upon the rights of more than 5% of the Members.

F. The Declarant has determined that this Amendment to Declaration is in the best interests of the Community and the Association.

AMENDMENT

Therefore, pursuant to Section 16.1 of the Declaration, the Declaration is hereby amended as follows and shall become effective on the date it is recorded in the Office of the Summit County Recorder:

¹ All capitalized terms not otherwise defined in this Amendment to Declaration shall have the meanings ascribed to them in the Declaration.

as follows and shall become effective on the date it is recorded in the Office of the Summit County Recorder:

ARTICLE 2 – CONCEPTS AND DEFINITIONS

The following term shall be inserted:

“Cell Towers”: Those certain towers supporting cellular telephone antennae and electronic communications equipment, which are located in or adjacent to the Community.

The term “Class ‘B’ Control Period,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Class ‘B’ Control Period”: The time period during which the Class “B” Member may appoint a majority of the Board members; remove any member of the Board; or exercise power or authority assigned to the Association under the Association’s governing documents as that term is defined by the Utah Community Association Act (the “Act”), Utah Code Ann. § 57-8a-101, *et seq.* (1953 as amended). During the Class “B” Control Period, all actions of the Association or Board shall be approved by the Class “B” Member before they become effective. The Class “B” Control Period ends when any one of the following occurs:

- (a) When all but four (4) of the Lots are owned by Class “A” Members other than Builders;
- (b) On December 31, 2025; or
- (c) When the Class “B” Member, in its sole discretion and after giving written notice to the Class “A” Members, records an instrument voluntarily surrendering all rights to control activities of the Association.

The term “Common Expenses,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Common Expenses”: The actual and estimated expenses the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include, without limitation, (i) any reserves the Board finds necessary or appropriate, (ii) any and all expenses associated with the Open Space Area, including, without limitation, any and all fees required to be paid pursuant to the Conservation Easement, and (iii) any and all expenses associated with the on-going maintenance and repair of the Common Area and Recreation Facilities, until such time that the Recreation Facilities are controlled and maintained by SBSRD by grant of easement or conveyance, as the case may be.

The term “Community Enhancement Fee,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Community Enhancement Fee”: Fee, including, but not limited to, reinvestment fees, levied upon certain real property transfers for the benefit of the Community and other designated Persons.

The term “Declarant,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Declarant”: The Woods of Parley’s Lane, Inc., a Utah corporation, and its successors and assigns to whom it assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment. Declarant may convey all or a portion of the Community for purposes of development with or without assigning its rights as Declarant under this Declaration.

The following term shall be inserted:

“Governing Documents”: Those documents identified in Section 1.4 above, together with the Plat, which create a general development plan for the Community and by which the Declarant and the Association may exercise powers or manage, maintain, or otherwise affect the Community.

The term “Lot,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Lot”: A portion of the Community as shown on a recorded Plat and intended for development and residential use and occupancy, whether improved or unimproved. The term shall include the land, if any, that is part of the Lot as well as any improvements, including a Residence, on the Lot.

The term “Recreation Facilities,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Recreation Facilities”: The approximately four (4) miles of community trails depicted on the Plat and the approximately 3-acre trailhead area, including a 16-space parking area, a restroom and storage facility, two picnic tables, stubbed in water utilities, a 100 foot by 200 foot multi-use field, and a \$1,000 contribution toward the purchase of a lawnmower for trailhead maintenance. The Recreation Facilities shall be constructed by Declarant and maintained by the Association as Common Area, until such time the Recreation Facilities are controlled and maintained by SBSRD by grant of perpetual easement or conveyance, as the case may be.

The term “Regular Assessment,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Regular Assessment”: Monthly Assessments levied to fund Common Expenses or otherwise for the general benefit of all Owners, as determined in accordance with Section 8.1.

The term “Residence,” which is defined in Article 2 of the Declaration, shall hereafter

be defined as follows:

“Residence”: Any building or part of a building, on a Lot, which is intended for use and occupancy as a separate dwelling.

The term “Use Restrictions,” which is defined in Article 2 of the Declaration, shall hereafter be defined as follows:

“Use Restrictions”: The use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in Exhibit “B,” as they may be changed in accordance with Article 3 of otherwise amended.

ARTICLE 3 – USE AND CONDUCT

Section 3.1.1 is replaced in its entirety with the following:

3.1.1 Residential and Related Uses. Subject to Section 3.1.2, the Community shall be used only for residential living, use of trails, and related purposes. Related purposes may include offices for the Association or its management agent(s), Declarant’s business or sales office(s), and any business use, which meets the conditions of Section 3.1.2.

Section 3.3 is replaced in its entirety with the following:

3.3 Owners’ Acknowledgment and Notice to Purchasers

All Owners are given notice that use of their Lots and the Common Area is limited by the Use Restrictions as amended, expanded, and otherwise modified from time to time. **Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment, and marketability of such Owner’s Lot can be affected by the Declarant, the Board, Use Restrictions, Board Resolution and Rules, and the other Governing Documents, all of which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a Recorded document.** Copies of the current Use Restrictions and Board rules may be obtained from the Association of Declarant.

Section 3.5.6 is replaced in its entirety with the following:

3.5.6 Alienation. Except as provided in Section 3.1.3 above, the Association shall not prohibit leasing or transfer of any Lot, or require the Association’s or the Board’s consent prior to leasing or transferring a Lot. The Association may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable administrative fee on the lease or transfer of any Lot. Section 3.1.3 imposes a minimum lease term. Section 8.10 imposes a Community Enhancement Fee of up to 1.0% of sales price to help fund Association operations.

ARTICLE 4 – ARCHITECTURE AND LANDSCAPING

Section 4.6 is replaced in its entirety with the following:

4.6 Limitation of Liability

The standards and procedures established by this Article are a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person, including Declarant. The Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, or for ensuring that every Residence is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Declarant, the Association, its officers, the Board, the ARC, any committee, or any member of any of the foregoing (the "Released Parties") shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a Builder in the Community; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify any Released Party as provided in Section 7.6.

Section 4.8 is replaced in its entirety with the following:

4.8 Enforcement

Any construction, alteration, or other work done in violation of this Article or the Design Guidelines is subject to enforcement action. Upon written request from the Association or Declarant, Owners shall, at their own cost and expense and within a reasonable time frame identified in the request, cure the violation or restore the Lot and/or Residence to substantially the same condition as that which existed before the violation occurred. If an Owner fails to cure the violation or otherwise restore the Lot and/or Residence as required, the Association, Declarant, or their designees shall have the right to enter the Lot and/or Residence, cure the violation, and restore the Lot and/or Residence to the same condition that existed before the violation occurred. All costs incurred in curing or removing the violation and restoring the Lot and/or Residence, together with interest at the rate the Board establishes (not to exceed the maximum rate then allowed by Utah law) and attorneys' fees, may be assessed against such Lot and its Owner and collected as a Benefited Assessment, which shall be due 10 days after it is assessed.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline imposed, Declarant or the Association may enter upon the Lot and remove or complete any incomplete work and assess all costs incurred against the affected Lot and its Owner as a Benefited Assessment, which shall be due 10 days after it is assessed.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provision of this Article and the Design Guidelines may be excluded from the Community. In such event, neither Declarant nor the Association, or their officers and directors, or any other person associated with the Community shall be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcing the provisions of this Article. If, however, in Declarant's judgment, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it owns any portion of the Community, may, but shall not be obligated to, exercise the enforcement rights set forth above. In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. If the Association or Declarant prevails, they shall be entitled to recover all costs including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

ARTICLE 6 – THE HOMEOWNER’S ASSOCIATION AND ITS MEMBERS

Section 6.3 is replaced in its entirety with the following:

6.3 Voting

The Association shall have two classes of Members. The two classes of Members shall be Class “A” Members and Class “B” Members.

6.3.1 Class “A” Members. Class “A” Members are all Owners except the Class “B” Member. Each Class “A” Member shall be entitled to exercise one vote for each Lot it owns. In any situation where a Class “A” Member is entitled personally to exercise the vote for such Class “A” Member’s Lot and there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and shall so notify the Secretary of the Association in writing prior to the vote being taken. Absent such written notification, the Lot’s vote shall be suspended if more than one co-Owner seeks to exercise it.

6.3.2 Class “B” Member. The Class “B” Member shall be the Declarant or its

successor or assign as established in a writing signed by the Declarant. The Class "B" Member shall not vote, but may, during the Class "B" Control Period, appoint a majority of the Board members, remove any member of the Board; or exercise power or authority assigned to the Association under the Association's governing documents as that term is defined by the Act. The Class "B" Member rights and obligations set forth in the Association's governing documents shall terminate upon the earlier of:

- (a) two years after expiration of the Class "B" Control Period; or
- (b) when the Class "B" Member, in its sole discretion, so declares in a Recorded instrument.

Upon termination of the Class "B" Member rights and obligations, Declarant shall be a Class "A" Member entitled to one Class "A" Member vote for each Lot it owns.

6.3.3 Exercise of Voting Rights. [Deleted]

ARTICLE 7 – ASSOCIATION POWERS AND RESPONSIBILITIES

Section 7.4.1(i) is replaced in its entirety with the following:

- (i) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility or otherwise fails to comply with any provision of this Declaration, the Association may record a notice of violation or perform the required maintenance or other obligation or otherwise take steps to abate the violation and assess its costs against the Lot and the Owner as a Benefited Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All sanctions and remedies set forth in the Governing Documents shall be cumulative and not exclusive of any remedies available at law or in equity. If the Association or Declarant prevails in any action to enforce the Governing Documents, it shall be entitled to recover all costs incurred in the action, including, without limitation, court fees and reasonable attorneys' fees.

Section 7.6 is replaced in its entirety with the following:

7.6 Indemnification of Officers, Directors, and Others

The officers, directors, and committee members, acting in such capacity, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in

good faith on the Association's behalf (except to the extent that such officers or directors may also be Members of the Association).

Subject to Utah law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE 8 – ASSOCIATION FINANCES

Section 8.4.1 is replaced in its entirety with the following:

8.4.1 to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs and attorneys' fees incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Benefited Assessment under this subsection;

Section 8.6.1 is replaced in its entirety with the following:

8.6.1 Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any Lot, covenants and agrees to pay all Assessments authorized in the Governing Documents. All Assessments, together with interest (computed from the Assessment's due date at a rate of 18% per annum or such higher rate as the Board may establish, subject to Utah law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

The Board's failure to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or release of any Owner from the obligations to pay Assessments. In such event, each Owner shall continue to pay Regular Assessments on the same basis as during the last year for which an Assessment is made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempt from liability for Assessments by non-use of Common Area, abandonment of such Owner's Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant by each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association, Declarant, or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Upon written request, the Association shall furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Section 8.6.2 is replaced in its entirety with the following:

8.6.2 Declarant's Limited Assessment Obligation. If, during the Class "B" Control Period, there is a budget deficit calculated as provided in this subparagraph, Declarant may elect either to pay Assessments on fully-improved Lots which it owns at a rate established by Declarant from time to time that is not less than 33 1/3% of the rate of the Assessment applicable to a fully improved Lot owned by another Owner, or to fund the budget deficit for the year in question. For purposes of this paragraph, the budget deficit is the difference between the amount of Assessments levied on Class "A" Member-owned Lots and the amount of the Association's actual expenditures during the fiscal year, including debt service and reserve contributions. Unless Declarant otherwise notifies the Board in writing at least 60 days before the beginning of a fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year if there continues to be a budget deficit during the subsequent year. During the Class "B" Control Period, Declarant shall not be required to pay Assessments on fully improved Lots, which it owns, or to fund the activities of the Association if there is no budget deficit.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, Declarant shall pay Assessments on its unsold Lots at 33 1/3% of the rate of the Assessment applicable to fully improved Lots owned by other Class "A" Members.

ARTICLE 10 – EASEMENTS

Section 10.3.3 is replaced in its entirety with the following:

10.3.3 Declarant Access. Declarant shall have rights to use the Common Areas for ingress, egress and for activities related to development, construction, repairs, maintenance and improvement in the Community. Declarant reserves full right, but not the obligation, during the Class "B" Control Period, to implement additional improvements (including without

limitation landscaping, fencing, pathways, signs, outdoor lighting and maintenance sheds) in the Community without the requirement of obtaining the consent or other authorization of the Association, the Board, or the Owners.

ARTICLE 12 – DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 12.1.1 is replaced in its entirety with the following:

12.1.1 Declarant, the Association and its officers, directors, and committee members, Owners, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, “Bound Parties”), agree to attempt to resolve disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file a lawsuit for a Claim described in subsection 12.1.2, without first submitting the Claim to the alternative dispute resolution procedures described in Section 12.2.

Section 12.2.2 is replaced in its entirety with the following:

12.2.2 Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may, but is not required to, appoint a representative to assist the parties in negotiating a resolution of the Claim.

ARTICLE 13 – MORTGAGE PROVISIONS

Section 13.1 is replaced in its entirety with the following:

13.1 Notice of Action

An eligible institutional holder, insurer, or guarantor of a first Mortgage (“Eligible Holder”) that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates) will be entitled to timely written notice of:

ARTICLE 17 – RESPONSIBILITIES TO GREATER SUMMIT COUNTY COMMUNITY

Section 17.2 is replaced in its entirety with the following:

17.2 Specific Owner Financial Responsibilities.

Pursuant to the terms of the Development Agreement, each Owner will be subject to certain financial obligations. These obligations involving the greater Summit County Community include, but are not limited to, the following:

Section 17.3 is replaced in its entirety with the following:

17.3 Other Owner Duties and Enforcement.

Many of the provisions of the Development Agreement, including without limitation design review and architectural, thematic character and landscaping standards, the establishment of specific architectural controls within certain designated ridgeline and viewshed areas and environmental standards and programs, are of benefit to the County as well as to the Association Members and their guests. The Declarant and the Association are obligated under the terms of the Development Agreement to enforce such restrictions in accordance with the terms of the Declaration, and the County also retains enforcement rights against Owners of its rights in the Development Agreement.

**AMENDMENTS TO INITIAL USE RESTRICTIONS
(as set forth in Exhibit B to the Declaration)**

Paragraphs (h)(iii) and (iv) of the Initial Use Restrictions are replaced in its entirety with the following:

(iii) Except as expressly permitted pursuant to the Design Guidelines, permanent basketball goals, basketball standards, or backboards which are or would be visible from any street or Common Area; provided, portable basketball goals may be used on a Lot with prior approval from the Board, but must be stored so as not to be visible from any street or Common Area overnight or otherwise when not in use;

(iv) Except as expressly permitted pursuant to the Design Guidelines, freestanding flagpoles; provided, flags may be displayed inside a Residence or on a Lot if the display complies with United States Code, Title 4, Chapter 1, The Flag;

The following paragraphs are added to the Initial Use Restrictions:

(s) Zoning Regulations. No lands within the Community shall ever be occupied or used by or for any Residence or purpose or in any manner which is contrary to applicable city, county, state, and federal ordinances, regulations, codes, and statutes; or the Governing Documents.

(t) No Mining or Quarrying. No Owner shall conduct mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock, and earth, or on the surface of the Community.

**AMENDMENT TO BYLAWS OF
THE WOODS OF PARLEYS LANE HOMEOWNERS ASSOCIATION
(as set forth in Exhibit C to the Declaration)**

This Amendment to Bylaws of The Woods of Parleys Lane Homeowners Association (the "*Amendment to Bylaws*") is made and executed on this 15th day of September, 2015 by Declarant², a Utah corporation, in its capacity as the Declarant and Class "B" Member of the Association.

RECITALS

A. The Declaration was recorded on February 7, 2007 as Entry No. 00804138 in Book 1846 commencing at Page 361 of the official records in the office of the County Recorder of Summit County, State of Utah. The Declaration affects certain real property located in Summit County, Utah as more particularly described in the attached Exhibit A, which is incorporated herein by this reference.

B. The By-Laws, which are attached to the Declaration as Exhibit C, were also recorded on February 7, 2007 as Entry No. 00804138 in Book 1846 but commencing at Page 429 of the official records in the office of the County Recorder of Summit County, State of Utah.

C. Declarant is the Class "B" Member of the Association.

D. As of the date of this Amendment to Bylaws, the Class "B" Control Period has not expired or otherwise terminated.

E. Section 6.6 of the By-Laws permits the Class "B" Member to unilaterally amend the By-Laws for any purpose so long as the Class "B" membership exists and provided the amendment has no materially adverse effect upon the rights of more than 5% of the Members.

F. As of the date of this Amendment to Bylaws, the Class "B" membership exists and the Class "B" Member has determined that this Amendment to Bylaws has no materially adverse effect upon the rights of more than 5% of the Members.

G. The Class "B" Member has determined that this Amendment to Bylaws is in the best interests of the Community and the Association.

² All capitalized terms not otherwise defined in this Amendment to Bylaws shall have the meanings ascribed to them in the Declaration or in the By-Laws.

AMENDMENT

Therefore, pursuant to Section 6.6 of the By-Laws, the By-Laws are hereby amended as follows and shall become effective on the date this document is recorded in the Office of the Summit County Recorder:

Section 2.4 of the By-Laws is replaced in its entirety with the following:

2.4 Special Meetings.

The President may call a special meeting of the Association. It also shall be the President's duty to call a special meeting if so directed by Board resolution or upon petition of Members representing at least 10% of the Association's total Class "A" votes; provided, the Members must deliver to the Association's Secretary at least one written demand for the meeting, describing the meeting's purpose.

If the President does not send notice of a special meeting pursuant to Section 2.5 within 30 days after the date written demand is delivered to the Association's Secretary, any Member signing the demand may set the time and place of the special meeting and give the Association notice pursuant to Section 2.5.

The provisions of this Section 2.4 are not applicable during the Class "B" Control Period.

Section 2.12 of the By-Laws is replaced in its entirety with the following:

2.12. Conduct of Meetings.

The President shall preside over all Association meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. Owners may tape record or videotape Association meetings subject to reasonable rules the Board imposes. Notwithstanding the foregoing, the Board of Directors may close a meeting to:

- (a) consult with an attorney for the purpose of obtaining legal advice;
- (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
- (c) discuss a personnel matter;

(d) discuss a matter relating to contract negotiations, including review of a bid or proposal;

(e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or

(f) discuss a delinquent assessment or fine.

If the Board of Directors closes a meeting for any of these reasons, an Owner may not tape record or videotape the proceedings of the closed meeting.

The provisions of this Section 2.12 are not applicable during the Class "B" Control Period.

Section 2.13 of the By-Laws is replaced in its entirety with the following:

2.13. Action Without a Meeting.

Without holding a meeting pursuant to Sections 2.3 or 2.4, Members may take any action that Utah law requires or permits the Members to take at a meeting, if Members representing at least 80% of the Association's Class "A" votes sign a written consent specifically authorizing the proposed action. The Association need not give prior notice before soliciting such consent; provided, the Association must send written consent forms to all Members. Members shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file such consents with the Association's minutes and the consents shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

The provisions of this Section 2.13 are not applicable during the Class "B" Control Period.

Section 3.1 of the By-Laws is replaced in its entirety with the following:

3.1. Governing Body; Composition.

The Association's affairs shall be governed by a Board of Directors. Each director shall have one vote. Except with respect to directors appointed by the Class "B" Member, directors shall be Members or persons residing on a Lot with a Member if the Lot is that person's primary residence. However, no Member may be a member of the Board of Directors if a resident of a Lot owned by that Members is already serving on the Board of Directors and no resident of a Lot may be a member of the Board of Directors if a Member who owns the Lot is already on the Board of Directors. A director must be at least 18 years old. In the case of a Member who is not

an individual, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors the Class "B" Member appoints.

Section 3.4.(b) of the By-Laws is replaced in its entirety with the following:

(b) Election Procedures. Each Member may cast the votes assigned to the Lots which the Member owns for each position to be filled. That candidate receiving the greatest number of votes shall be elected. Members of the Board of Directors shall immediately take office upon election or appointment.

Section 3.6 of the By-Laws is replaced in its entirety with the following:

3.6. Removal of Directors and Vacancies.

Any Class "A" Director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder such director's term. Class "A" Directors may not be removed by the Class "B" Member after the termination of the Class "B" Control Period.

Any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority vote of the Board, excluding the director at issue. If the director is removed, the Board may appoint a successor to fill the vacancy for the remainder of the term. This paragraph is not applicable during the Class "B" Control Period.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section shall not apply to directors the Class "B" Member appoints nor to any director serving as Declarant's representative. The Class "B" Member or Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

Section 3.8 of the By-Laws is replaced in its entirety with the following:

3.8. Regular Meetings.

The Board may hold regular meetings at such time and place as the Board shall

determine, but the Board shall hold at least four such meetings during each fiscal year with at least one per quarter. The provisions of this Section 3.8 are not applicable during the Class “B” Control Period.

Section 3.9 of the By-Laws is replaced in its entirety with the following:

3.9. Special Meetings.

The Board shall hold special meetings when called by written notice signed by the President, Vice President, or any two directors. The provisions of this Section 3.9 are not applicable during the Class “B” Control Period.

Section 3.13 of the By-Laws is replaced in its entirety with the following:

3.13. Conduct of Meetings.

The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. Owners may tape record or videotape Board meetings subject to reasonable rules the Board imposes. Notwithstanding the foregoing, the Board of Directors may close a meeting to:

- (a) consult with an attorney for the purpose of obtaining legal advice;
- (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
- (c) discuss a personnel matter;
- (d) discuss a matter relating to contract negotiations, including review of a bid or proposal;
- (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual’s reasonable expectation of privacy; or
- (f) discuss a delinquent assessment or fine.

If the Board of Directors closes a meeting for any of these reasons, an Owner may not tape record or videotape the proceedings of the closed meeting.

The provisions of this Section 3.13 are not applicable during the Class “B” Control Period.

Section 3.14 of the By-Laws is replaced in its entirety with the following:

3.14. Open Meetings; Executive Session.

Subject to the other provisions of this Article 3, all Board meetings shall be open to all Owners. At each meeting, the Board of Directors shall provide each Owner a reasonable opportunity to offer comments. The Board of Directors may limit Owners' comments to one specific time period during the meeting and the President may limit the time any such Owner may speak. The Board of Directors may adjourn a meeting and reconvene in executive session and may exclude persons other than directors to:

- (a) consult with an attorney for the purpose of obtaining legal advice;
- (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
- (c) discuss a personnel matter;
- (d) discuss a matter relating to contract negotiations, including review of a bid or proposal;
- (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or
- (f) discuss a delinquent assessment or fine.

If the Board of Directors closes a meeting for any of these reasons, an Owner may not tape record or videotape the proceedings of the closed meeting.

The provisions of this Section 3.14 are not applicable during the Class "B" Control Period.

Section 3.18 of the By-Laws is replaced in its entirety with the following:

3.18. Compensation.

The Association shall not compensate a director for acting as s after the termination of the Class "B" Control Period. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director made his or her interest known to the Board prior to entering into such contract and a majority of the Board, excluding the interested director, approved such contract. The foregoing also applies to any entity with which a director is affiliated.

Section 3.20 of the By-Laws is replaced in its entirety with the following:

3.20. Management.

The Board may employ a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority or those duties set forth in Sections 3.17(a) (with respect to adoption of the budget) and 3.17(i). The Board may contract with or employ Declarant or Declarant's affiliate as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination which the Association may exercise with or without cause and without penalty at any time after termination of the Class "B" Control Period upon not more than 90 days written notice.

Section 3.21.(g) of the By-Laws is replaced in its entirety with the following:

(g) an annual report consisting of at least the following shall be prepared within 120 days after the close of the fiscal year: (i) a balance sheet showing actual receipts and expenditures; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

The Association shall afford each Owner the rights to inspect and copy the Association's documents in accordance with Utah law.

Section 3.22 of the By-Laws is replaced in its entirety with the following:

3.22. Borrowing.

The Association may borrow money for any legal purpose; provided, the approval of Members representing a majority of the Class "A" votes in the Association is required if the proposed borrowing is (a) for the purpose of making discretionary capital improvements, and (b)

the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

Section 3.24.(b) of the By-Laws is replaced in its entirety with the following:

(b) Hearing. If the alleged violator requests a hearing within the allotted 15-day period, the hearing shall be held before the Covenants Committee or the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Section 3.24.(c) of the By-Laws is replaced in its entirety with the following:

(c) Appeal. Following a hearing before the Covenants Committee or Board, the alleged violator shall have the right to appeal the decision to the Board. To exercise this right, the alleged violator must submit a written notice of appeal to the Association's manager, President, or Secretary within 10 days after the hearing date.

Section 3.24.(d) of the By-Laws is replaced in its entirety with the following:

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules), by imposing fines in accordance with Utah law, or, following compliance with the Declaration's dispute resolution procedures, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

Section 5.2 of the By-Laws is replaced in its entirety with the following:

5.2. Covenants Committee.

The Board may appoint a Covenants Committee consisting of at least five members. At least three of the Covenants Committee members shall be Members of the Association who are not directors, officers, or employees of the Association or the spouse, parent, child, brother, or sister of a director, officer, or employee. Acting in accordance with the provisions of the Governing Documents, the Covenants Committee or the Board may be the Association's hearing tribunal and either the Covenants Committee or the Board shall conduct all hearings held pursuant to Section 3.24.

EXHIBIT A
(Legal Description)

**LEGAL DESCRIPTION FOR
THE WOODS OF PARLEY'S LANE**

All lots in The Woods of Parley's Lane Subdivision, as amended.

Including:

REM DESC: THAT PORTION OF THE W1/2 OF THE NE1/4 SEC.10
T1SR3E SLBM LYING ON THE N'LY SIDE OF INTERSTATE HWY I-80
(LESS THE WOODS OF PARLEYS LANE SUBDIVISION) CONT. 0.41 AC
M/L (NOTE: REM DESC WRITTEN FOR ASSESSMENT PURPOSES & IS
DERIVED FROM PP-38-A & PP-38-A-4 LESS THE WOODS OF PARLEYS
LANE SUBDIVISION) 1515-1653 1746-1179 1827-1615

(Parcel ID No. PP-38-A)

Including:

**OUTPARCEL 1
Legal Description**

Beginning at a point South 00°04'11" East 859.94 feet from the North quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian (basis of bearing South 89°45'18" West 2683.63 feet from said North quarter corner to the Northwest corner of said Section 10), thence South 88°43'55" East 352.62 feet; thence South 23°26'29" West 135.84 feet; thence South 85°27'16" West 299.44 feet; thence North 00°00'06" East 156.16 feet to the point of beginning.

Containing 45,485 sq. ft. or 1.04 acres.

Together with an access easement described as follows:

Beginning at a point South 00°04'11" East 859.94 feet and South 88°43'55" East 79.24 feet from the North quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian (basis of bearing South 89°45'18" West 2683.63 feet from said North quarter corner to the Northwest corner of said Section 10) and running thence North 01°16'05" East 37.00 feet; thence South 88°43'55" East

273.38 feet; thence South 81°53'45" East 83.42 feet; thence South 75°17'55" East 314.30 feet; thence South 75°07'09" East 481.36 feet to a point of curvature of a 20.00 foot radius curve to the left, the center of which bears North 14°52'51" East; thence easterly along the arc of said curve 12.53 feet through a central angle of 35°54'23" to a non-tangent point of curvature of a 40.00 foot radius curve to the left, the center of which bears North 51°33'07" East; thence southeasterly along the arc of said curve 22.01 feet through a central angle of 31°31'46" to a non-tangent point of curvature of a 40.00 foot radius curve to the right, the center of which bears North 38°19'44" West; thence westerly along the arc of said curve 37.15 feet through a central angle of 53°12'35"; thence North 75°07'09" West 481.36 feet; thence North 75°17'55" West 313.09 feet; thence North 81°53'45" West 79.87 feet; thence South 01°16'05" West 16.86 feet; thence North 88°43'55" West 273.38 feet to the point of beginning.

(Parcel ID No. WPL-OP-1-AM).

Excepting therefrom the following:

All of Lots 44, 45, 46 and 47 as shown on The Woods of Parley's Lane, recorded January 16, 2007 as Entry No. 802055 in the Office of the Summit County Recorder.
Containing 0.83 of an acre.

Excepting therefrom the following:

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 66 degrees 13'33" East, 804.7 feet from the North Quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; said point being the Northwest corner of said parcel; thence East a distance of 290.00 feet; thence South a distance of 150.00 feet; thence West a distance of 290.00 feet; thence North 150.00 feet to the point of beginning.

Containing 43,500.00 square feet or 0.9986 acres of land, more or less.

Further described as 290 ft. (E to W) by 150 ft. (N to S). The area known as the Sunrise Water Tank Knoll contained within this area the existing cell structures, the existing metal water tank (Sunrise), the South Ridge Water Tank, cell antennas, towers, and dishes. Along with the existing 15' wide access road starting on Hilltop Dr. and running West to the one acre excluded property known as Sunrise Water Tank Area, along with utilities servicing the approximate one acre property.