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Gary W. Ott
Recorder, Salt Lake County, UT
MILLER HARRISON LLC
BY: eCASH, DEPUTY - EF 7 P.

**THIRD AMENDEDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WHEATLAND ESTATES PHASES 2 & 3, AND
FIRST AMENDMENT TO THE BYLAWS OF WHEATLAND ESTATES OWNERS'
ASSOCIATION, INC.**

WHEREAS, the Wheatland Estates Owners Association, Inc. (the "Association") is a Utah non-profit corporation, which was created by the *Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3* on March 13, 2008, recorded in the Salt Lake County Recorder's Office at Entry No. 10372767 ("Declaration");

WHEREAS, the Association caused the *Amendment to Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3* to be recorded in the Salt Lake County Recorder's Office on September 17, 2008, 2006 at Entry No. 10522479 ("First Amendment");

WHEREAS, the Association caused the *Second Amendment to Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3* to be recorded in the Salt Lake County Recorder's Office on February 4, 2009 at Entry No. 10814488 ("Second Amendment");

WHEREAS, the Association adopted the *Bylaws of Wheatland Estates Owners' Association, Inc. on January 30, 2009* ("Bylaws");

WHEREAS, Article III, Section 3 of the Declaration provides for amendment of any provision thereof by an affirmative vote of the Owners holding at least eighty-five percent (85%) of the total votes of the Association;

WHEREAS, the Utah Community Association Act, U.C.A. 57-8a-104 prohibits an association's declaration from requiring more than a sixty-seven percent (67%) vote to amend its declaration;

WHEREAS, Section 10 of the Bylaws provides for amendment of any provision therein with the affirmative vote of the majority of the total votes of the Association, recorded in the County Recorder's Office;

WHEREAS, Article I, Section 5 of the Declaration allows fencing around homes within the Association, except for the front of the homes;

WHEREAS, Article V, Section 7 of the Declaration, as proposed in the Second Amendment, assigns specific Owners within the Association the responsibility to maintain the adjacent "lineal park strip common area" along the north and south sides of 7630 South Street;

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WHEREAS, Section 5.8 of the Bylaws reiterates the maintenance responsibility of the adjacent "lineal park strip common area" to certain Owners within the Association;

WHEREAS, the Association's developer allowed several Owners to install front-yard fences, and there has been some dispute as to whether such fences are allowed;

WHEREAS, the Association deems it in the best interest of all Owners to remove the prohibition against front-yard fences to resolve any conflict and ambiguity related thereto;

WHEREAS, the "lineal park strips common areas", as described in the Second Amendment and the Bylaws are watered by the Association's watering system that makes individual maintenance by certain Owners an impracticality;

WHEREAS, the lineal park strip common areas benefit the entire community, as they are visible to all who enter the Association via 7630 South Street, and the Association has an interest in ensuring quality and consistent maintenance of such areas;

WHEREFORE, the Association has heretofore maintained the lineal park strip common areas as part of the general common area maintenance within the community;

WHEREAS, the Association deems it in the best interest of all Owners for the Association, not specific Owners, to maintain the lineal park strip common areas;

WHEREAS, the Association deems it in the best interest of the Owners to allow for electronic communications from the Board of Directors to all Owners;

WHEREAS, the Association desires to provide nominal compensation for its Board members to encourage participation and provide remuneration for services rendered;

THEREFORE, the Association hereby makes the following amendments to its Declaration and Bylaws:

AMENDMENT ONE

Article I, Section 5 of the Declaration is hereby amended in its entirety, to read as follows:

SECTION 5. Fencing. Fence may not be chain link, and must match existing fencing color and styles existing throughout the Association. Maximum height of any fence in the back and side yards shall be 6', and maximum height of any fence in the front yard shall be 4'.

AMENDMENT TWO

Article V, Section 7 of the Declaration, as established in the Second Amendment, is hereby amended in its entirety, to read as follows:

SECTION 7. The property, plat and lots are designed to include individual lineal park strips, located along both the north and south sides of the 7630 South Street. Said park strips are common area as defined in the Declaration and on the Plat, and shall be maintained as a common expense by the Association.

AMENDMENT THREE

Section 5.8 of the Bylaws is hereby amended in its entirety, to read as follows:

5.8 The property, plat and lots are designed to include individual lineal park strips, located along both the north and south sides of the 7630 South Street. Said park strips are common area as defined in the Declaration and on the Plat, and shall be maintained as a common expense by the Association.

AMENDMENT FOUR

Article 1, Section 4 of the Declaration, "Notice", is hereby added to as follows:

Notice also means notification by means of electronic communication such as email, text, or other form of electronic communication.

AMENDMENT FIVE

Article V, Section 5 of the Declaration is hereby amended in its entirety, and shall read as follows:

SECTION 5. Homeowner Association Fees. All lot owners shall pay a pro-rated share of the cost for maintenance and operation of the Association. All lot owners shall pay an annual assessment as established by the Homeowners Association Committee as defined in Article V, Section 3. After one year of service on the Homeowners Association Committee, Committee members shall receive a credit of one (1) year's worth of their Homeowner Association Fees.

AMENDMENT SIX

Section 2.7 of the Bylaws is hereby amended in its entirety, to read as follows:

2.7 The members of the Management Committee may receive compensation as provided for in the Declaration. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment, provided that such employment shall be approved by a vote or in writing by all members of the Management Committee, not including the member to be employed.

AMENDMENT SEVEN

Section 4.1 of the Bylaws is hereby amended partially, as follows:

The following sentence shall be removed from Section 4.1 in its entirety, "No officer shall receive compensation for serving as such."

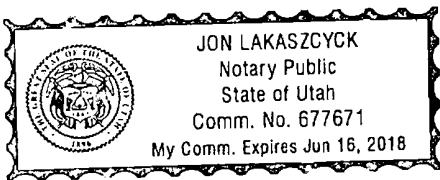
IN WITNESS WHEREOF, the Association adopted this *Third Amendment to Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3*, with the necessary approval of the Owners as required therein, on the 20th day of October, 2016, to be recorded against all parcels and Common Area as stated in Exhibit "A" hereto.

WHEATLAND ESTATES OWNERS ASSOCIATION, INC.

BY: Daryce Anderson Daryce Anderson TITLE: President
Signature Print

STATE OF UTAH)
COUNTY OF Salt Lake) SS:

On the 20 day of October, 2016, Daryce Anderson, who by me being duly sworn, did say that he/she is the President of the Wheatland Estates Owners Association, Inc., which corporation did authorize him/her to sign on its behalf, and that the foregoing instrument was properly ratified by the required voting interests of the Association.



Jon Lakaszcyck
Jon Lakaszcyck, Notary Public
My Commission expires: 06/16/18
Residing In: West Jordan, UT

EXHIBIT A

The foregoing *Third Amendment to Declaration of Covenants, Conditions and Restrictions of Wheatland Estates Phases 2 & 3* shall be recorded against the properties identified below:

PHASE 2

<u>LOT</u>	<u>PARCEL NO.</u>
201	21-30-354-004-0000
202	21-30-354-002-0000
203	21-30-354-001-0000
204	21-30-351-012-0000
205	21-30-351-011-0000
206	21-30-351-010-0000
207	21-30-351-009-0000
208	21-30-351-008-0000
209	21-30-351-007-0000
210	21-30-351-006-0000
211	21-30-351-005-0000
212	21-30-351-004-0000
213	21-30-352-014-0000
214	21-30-352-015-0000
215	21-30-352-016-0000
216	21-30-352-017-0000
217	21-30-352-018-0000
218	21-30-352-019-0000
219	21-30-352-020-0000
220	21-30-352-021-0000
221	21-30-352-022-0000
222	21-30-352-023-0000
223	21-30-352-024-0000
224	21-30-352-025-0000
225	21-30-352-026-0000
226	21-30-352-027-0000
227	21-30-352-028-0000
228	21-30-352-029-0000
A	21-30-354-003-0000

PHASE 3

<u>LOT</u>	<u>PARCEL NO.</u>
301	21-30-301-001-0000
302	21-30-301-002-0000
303	21-30-301-003-0000
304	21-30-301-004-0000
305	21-30-301-005-0000
306	21-30-301-006-0000
307	21-30-301-007-0000

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308	21-30-301-008-0000
309	21-30-301-009-0000
310	21-30-301-010-0000
311	21-30-301-011-0000
312	21-30-301-012-0000
313	21-30-301-013-0000
314	21-30-301-014-0000
315	21-30-301-015-0000
316	21-30-301-016-0000
317	21-30-301-017-0000
318	21-30-301-018-0000
319	21-30-354-005-0000
320	21-30-354-006-0000
321	21-30-354-007-0000
322	21-30-354-008-0000
323	21-30-354-009-0000
324	21-30-354-010-0000
325	21-30-354-011-0000
326	21-30-351-019-0000
327	21-30-351-018-0000
328	21-30-351-017-0000
329	21-30-351-016-0000
330	21-30-351-015-0000
331	21-30-351-014-0000
332	21-30-351-013-0000
333	21-30-303-016-0000
334	21-30-303-014-0000
335	21-30-303-012-0000
336	21-30-303-010-0000
337	21-30-303-008-0000
338	21-30-303-006-0000
339	21-30-303-004-0000
340	21-30-303-002-0000
341	21-30-303-001-0000
342	21-30-303-003-0000
343	21-30-303-005-0000
344	21-30-303-007-0000
345	21-30-303-009-0000
346	21-30-303-011-0000
347	21-30-303-013-0000
348	21-30-303-015-0000
349	21-30-302-018-0000
350	21-30-302-017-0000
351	21-30-302-016-0000
352	21-30-302-015-0000
353	21-30-302-014-0000
354	21-30-302-013-0000
355	21-30-302-012-0000
356	21-30-302-011-0000
357	21-30-302-010-0000

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358	21-30-302-006-0000
359	21-30-302-007-0000
360	21-30-302-008-0000
361	21-30-302-009-0000
362	21-30-302-005-0000
363	21-30-302-004-0000
364	21-30-302-003-0000
365	21-30-302-002-0000
366	21-30-302-001-0000

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