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JAMES ASHBAUER, DAVIS CNTY RECORDER
1997 APR 21 10:28 AM FEE 54.00 DEP DJM
REC'D FOR BARTON WOODS HOMEOWNERS ASSOC

CERTIFICATE OF AMENDMENT
DECLARATION

OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF BARTON WOODS PLANNED UNIT DEVELOPMENT

04-132-1-0101 thru 0113
133-0201 thru 0208
134-0301 thru 0312
135-0401 thru 0415
136-0501 thru 0512

Pursuant to Section 3.8 of the Enabling Declaration of Protective Covenants, Conditions and Restrictions of Barton Woods Planned Unit Development recorded with the Davis County Recorder on March 24, 1993 as Entry No. 1024393 in Book No. 1593 at pages 59 to 88, (the "First Declaration"), an election of the Members of Barton Woods, Inc. (the "Association") was called to consider the amendments to the First Declaration reflected in this Certificate. At such election, more than two-thirds (2/3) of the votes entitled to be cast by the Members were cast in favor of amending the First Declaration as set forth in this Certificate. Accordingly, the First Declaration is hereby amended to read as follows:

Paragraph 1.1 is rewritten in its entirety to read as follows:

1.1 Association: Barton Woods Homeowners Association, Inc., a Utah non-profit corporation, formed for management of the Project and more fully described in Article IV, below.

Paragraph 1.6 is rewritten in its entirety to read as follows:

1.6 Manager: The Board of Trustees of the Association or such person or entity designated by the Board of Trustees to manage the Project.

Paragraph 4.1 is rewritten in its entirety to read as follows:

4.1 Owners Association: The Project shall be administered by a Utah Non-Profit Corporation named Barton Woods Homeowners Association, Inc. An owner of a Lot shall automatically become a member of the Association and shall remain a member for the period of his or her ownership.

Paragraph 4.3 is rewritten in its entirety to read as follows:

4.3 Design Review Committee: The purposes of the Design Review Committee (the "Committee") shall be to create, maintain and improve Barton Woods Planned Unit Development as a pleasant and desirable environment, to establish and preserve a harmonious design for the community and to protect and promote the value of the Property, exterior design, landscaping and changes or alterations to the existing use of the Property.

Paragraph 4.4 is added to the Declaration and shall read in its entirety as follows:

4.4 Creation of Design Review Committee: The Committee will consist of at least three members but may have as many members as may be appointed by the Board from time to time in accordance with the Association's Bylaws. Any Member who owns five or more Lots in the Project shall be appointed as a member of the Committee. The regular term of office for each Committee member shall be one year, coinciding with the fiscal year of the Association. Any such Committee member may be removed with or without cause by the Board at any time by written notice to such appointee. A successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.

Paragraph 4.5 is added to the Declaration and shall read in its entirety as follows:

4.5 Powers of Design Review Committee: The Committee is hereby authorized to perform the design review functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth therein. The Committee is authorized to retain the services of one or more consulting architects, landscape architects or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing its duties.

At its option, the Committee may require that the Lot owner submitting plans for review pay a \$100 design review fee to the Board before any home and landscape plans shall be reviewed or approved by the Committee. The \$100 fee will be used by the Board to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot owners are encouraged to submit preliminary-schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delay in construction.

The Committee may reject any home and landscape plans it deems do not comply with the provisions of this Declaration. The decision of the Committee may be reviewed by the Board on appeal by the owner or at the Board's own discretion. No construction may begin on any Lot until the Committee has approved the home and landscape plans.

Paragraph 4.6 is added to the Declaration and shall read in its entirety as follows:

4.6 Security Deposit: The Committee shall not approve any home and landscape plans until the owner or the owner's Contractor delivers a cashier's check in the amount of \$2,500 to the Committee to serve as a Security Deposit. This Security Deposit shall be placed in the Association's checking account and may be used by the Committee, in its discretion, to cure any damage to parkstrips, sprinkler lines, pipes, sidewalks, roads, Lots or any other Common Areas that may occur as a result of the Contractor's construction of the owner's improvements. If the Committee determines that any damage to parkstrips, sprinkler lines, pipes, sidewalks, roads, Lots or any other Common Areas has occurred as a result of the construction, whether by the Contractor, a subcontractor, the owner, visitor, or

other individual, the Committee shall make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the owner and the Contractor that unless corrective action is taken within fourteen days, the Committee may cause such action to be taken and pay for such action with monies from the Security Deposit. If the Security Deposit is insufficient to cure any damage, both the owner and the Contractor may be billed for the balance due. The Committee is authorized and empowered to cause an action to be taken for collection of any balance due under this paragraph and the costs thereof shall be assessed against such owner and his or her Lot as a Maintenance Charge and shall be secured by the Assessment Lien. Any portion of the Security Deposit that is not used to cure any damages, shall be returned to the owner or the owner's Contractor upon completion of the construction of the owner's improvements.

Paragraph 4.7 is added to the Declaration and shall read in its entirety as follows:

Enforcement. If an owner's construction deviates from his or her approved plans, the Committee may require that the owner comply with the approved plans. If the Committee determines that any construction does not comply with the approved plans, the Committee shall so notify the owner and require that corrective action be taken within fourteen days. If at the expiration of said fourteen-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost and legal fees thereof shall be assessed against such owner and his or her Lot as a Maintenance Charge and shall be secured by the Assessment Lien.

Paragraphs 5.3 and 5.7 are amended by substituting the words "Design Review Committee" for the words "Management Committee."

Paragraph 7.5 is rewritten in its entirety to read as follows:

7.5 Unimproved Lots: As of the date of this Certificate of Amendment, all unimproved Lots, except those currently owned by O.C. Oaks, LLC, shall be assessed the monthly operating and maintenance assessments payable under this Declaration just as are the Lots that have improvements on them. Unimproved Lots owned by O.C. Oaks, LLC shall be assessed the monthly operating and maintenance assessments payable under this Declaration at the earlier of (1) the date an improvement is completed on the Lot or (2) one year from the date a Lot currently owned by O.C. Oaks, LLC is sold to an individual who owns 5 or fewer Lots in the Development. Special assessments for such things as capital improvements may be imposed on all improved and unimproved Lots if the consent of two-thirds (2/3) of the Members is obtained.

A new Paragraph 7.9 is added to the Declaration and shall read in its entirety as follows:

7.9 Combination of Lots: Lots 301 and 302 shall be treated as one Lot for building, voting, and assessment purposes and shall be designated as "Lot 301." Lots 409

and 410 shall be treated as one Lot for building, voting and assessment purposes and shall be designated as "Lot 410." Lots 507 and 508 shall be treated as one Lot for building, voting, and assessment purposes and shall be designated as "Lot 507." If Bountiful City requires that two Lots be joined as one Lot in order for a building permit to be issued, the Owner may ask the Board to treat the two Lots as one Lot for assessment purposes, and such request may be granted at the discretion of the Board. If two Lots are joined by an Owner to form one Lot upon which one improvement is constructed, the assessments assessed against the combined Lots shall be seventy-five percent (75%) of the total of the assessments that would have been made against the Lots had they remained as two separate Lots. If three Lots are joined by Owners to form two Lots upon which one improvement is constructed upon each of the two Lots, the assessments assessed against each Lot shall be seventy-five percent (75%) of the total assessment that would have been levied against one and one-half Lots.

Exhibit A is hereby amended in its entirety to read as follows:

Exhibit A
Percentage of Undivided Ownership in Common Areas

<u>Lot Number</u>	<u>Percentage of Ownership</u>
101	1.75438%
102	1.75438%
103	1.75438%
104	1.75438%
105	1.75438%
106	1.75438%
107	1.75438%
108	1.75438%
109	1.75438%
110	1.75438%
111	1.75438%
112	1.75438%
113	1.75438%
201	1.75438%
202	1.75438%
203	1.75438%
204	1.75438%
205	1.75438%
206	1.75438%
207	1.75438%
208	1.75438%
301	1.75438%
303	1.75438%
304	1.75438%

305 1.75438%
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<u>Lot Number</u>	<u>Percentage of Ownership</u>
306	1.75438%
307	1.75438%
308	1.75438%
309	1.75438%
310	1.75438%
311	1.75438%
312	1.75438%
401	1.75438%
402	1.75438%
403	1.75438%
404	1.75438%
405	1.75438%
406	1.75438%
407	1.75438%
408	1.75438%
409	1.75438%
410	1.75438%
411	1.75438%
412	1.75438%
413	1.75438%
414	1.75438%
415	1.75438%
501	1.75438%
502	1.75438%
503	1.75438%
504	1.75438%
505	1.75438%
506	1.75438%
507	1.75438%
509	1.75438%
510	1.75438%
511	1.75438%
<u>512</u>	<u>1.75438%</u>

Totals 57 100%

A new Paragraph 7.10 is added to the Declaration and shall read in its entirety as follows:

7.10 Withdrawal of Lots. As of the date of this Certificate of Amendment, O.C. Oaks, LLC owns Lots 101, 112, 113 and 301. O.C. Oaks, LLC may elect to

withdraw any one or all of these Lots from the Barton Woods Planned Unit Development and its Protective Covenants provided it makes the withdrawal election prior to the time it transfers ownership of any of these Lots to another person of entity and records a Notice of Withdrawal with the Davis County Recorder, signed by the President of Barton Woods Homeowners Association, Inc., prior to the time it transfers ownership of the particular Lot to another person or entity.

BARTON WOODS HOMEOWNERS
ASSOCIATION, INC.

Signed By: 
Ronn Marshall, President

Attested By: 
T.J. Green, Secretary

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

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April The foregoing instrument was acknowledged before me this 17th day of
1997 by Ronn Marshall and T.J. Green who acknowledged to me that they
are the President and Secretary, respectively, of Barton Woods Homeowners Association,
Inc.

Witness my hand and official seal.

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Kristi S. Black
Notary Public

My commission expires: January 1, 2001