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Recorder, Salt Lake County, UT
VIAL FOTHERINGHAM LLP
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**THE WOODS AT ROSECREST HOMEOWNER'S ASSOCIATION
SALT LAKE COUNTY, UTAH**

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR
THE WOODS AT ROSECREST
A PLANNED UNIT DEVELOPMENT**

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This Amended and Restated Declaration is made as of the date of the recording in the Salt Lake County Recorder's Office by the Woods at Rosecrest Homeowner's Association, a Utah Nonprofit Corporation ("Association").

RECITALS

1. This Declaration supersedes and replaces in its entirety the previously recorded declaration of Covenants, Conditions, and Restrictions of the Woods at Rosecrest that was recorded as Entry No. 11922734 on October 1, 2014 at the Salt Lake County Recorder's Office, and all amendments thereto and prior versions thereof predating the recording of this Declaration ("Prior Declaration").
2. The Association is the authorized representative of the Owners of certain real property known as the Woods at Rosecrest, located in Salt Lake County, State of Utah and more particularly described on Exhibit A attached to and incorporated in this Declaration by reference but excluding lots 1, 2, and 10 thereof (the "Property"), as described more fully herein.
3. Pursuant to Article VII, Section 7.3 of the Prior Declaration, this Declaration has been voted on and approved by at least two-thirds (2/3) of the lot owners subject to the Prior Declaration. A Certificate of Approval of the amendment is attached as Exhibit C and incorporated into this Declaration by reference.
4. The members of the Association desire to establish, for the Association's benefit and for the mutual benefit of all current and future owners and occupants of the project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth in this Declaration.

SUBMISSION

1. The Property is hereby submitted to the Utah Community Association Act (the "Act").
2. The Property is made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of Salt Lake County to access the roads within the Project for emergency vehicles, service vehicles, and for other official County business.
3. The Property is subject to described easements and rights of way depicted on the Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property.

NOW, THEREFORE, it is hereby declared as follows:

ARTICLE I DECLARATION

- 1 The Woods at Rosecrest HOA Declaration

1.1 Declaration. The Property and Subdivision shall be held, sold, conveyed, leased, rented, encumbered, and used subject to the following covenants, conditions, restrictions, and limitations, all of which shall constitute covenants which run with the land and shall be binding on and be for the benefit of Grantor, their successors and assigns, and all owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and assigns, all as set forth herein. No commercial ventures or businesses may be conducted or maintained on the Property if such ventures or businesses would result in additional traffic to member properties.

1.2 Acceptance of Interest in Property. The acceptance of any deed or other interest in and to the Property shall constitute a covenant and agreement with Grantor and with each other to accept and hold each lot described and other property subject to the covenants contained in this Declaration.

ARTICLE II HOMEOWNER'S ASSOCIATION AND MEMBERSHIP

2.1 Homeowner's Association. Grantor having failed to establish an incorporated homeowners association in the manner provided for in the Prior Declaration, the undersigned owners of lots 3, 4, 5, 6, 7, 8, or 9 shall cause the establishment of the Association as a non-profit corporation established and to be operated under the laws of the State of Utah. The Association shall be established through the execution of separate organizational documents. The Association shall maintain a Board of Directors to perform the tasks enumerated below. If, at any time, the nonprofit corporation is inadvertently dissolved, it shall automatically be succeeded by an unincorporated association of the same name which shall continue to be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association. Upon such dissolution, the Board shall be authorized to re-incorporate the Association by renewing the dissolved nonprofit corporation or by incorporating a new nonprofit corporation with a name that is substantially similar to the previously dissolved nonprofit corporation and with Articles that adopt the Declaration and Bylaws and that are otherwise substantially similar to the Articles of the previously dissolved nonprofit corporation. In the event that the Board incorporates a new nonprofit corporation as described above, the new nonprofit corporation shall be a successor of the previously dissolved nonprofit corporation and all of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the new nonprofit corporation.

2.2 Membership. Each of the current and future owners of lots 3, 4, 5, 6, 7, 8, and 9 in the Woods at Rosecrest subdivision (the "Majority Property Owners") shall be a member of the Association subject to the terms of this Declaration and the Association's Articles of Incorporation and Bylaws (the "Articles" and "Bylaws"). The terms and provisions set forth in this Declaration, which are binding upon all of the Majority Property Owners, are not exclusive, as the Majority Property Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each of Lots 3, 4, 5, 6, 7, 8, and 9 (the "Member Lots") and may not be separated from the interest of an Owner in any such Member Lot. Ownership of any of the Member Lots shall be the sole qualification for membership in the Association. Not more than one membership in the Association shall exist with respect to

ownership of a single Member Lot. By this Declaration and the Agreements attached as Exhibit B, which are incorporated herein by reference, the owners of Lots 1, 2, and 10 specifically and expressly disavow any interest in or right to membership in the Association, including but not limited to any right to services or amenities by the Association or any obligation to pay dues imposed by the Association. Lots 1, 2, and 10 further specifically and expressly disavow and waive any interest in, right or claim to ownership, use or possession of any open space or common areas of the Subdivision.

2.3 Transfer. The membership held by any Majority Property Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of his or her Member Lot and then only to the transferee or Mortgagee of such Member Lot. Any attempt to separate the membership in the Association from the Member Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event a Majority Property Owner should fail or refuse to transfer the membership registered in such owner's name to the transferee of such owner's interest in such Member Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Member Lot set forth in the Salt Lake County Recorder's office.

2.4 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and any association rules. The Association shall have one class of members. Each member shall be entitled to one (1) vote for each Member Lot such member owns. When more than one person owns a portion of the interest in a Member Lot, each such person shall be a member, but the vote for such Member Lot shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any single Member Lot. The Association shall not be required to recognize the vote or written consent of any co-owner that is not authorized to vote based upon a written designation of all such co-owners delivered to the Association

2.5 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the members. Votes may be taken at a meeting or by an action by written consent.

2.6 Common Areas. Certain portions and areas of the Property and the Subdivision have been designated as property to be maintained by the Association for the benefit and enjoyment of all of the Majority Property Owners in common. Accordingly, each of the Majority Property Owners will be assessed to bear their proportionate share of common area expenses owned by the Association, all in accordance with the provisions of this Declaration and the Bylaws of the Association. All of the Majority Property Owners, members of their families residing with them, and their guests shall have a non-exclusive right to use and enjoy the common areas subject to such rules as may be adopted by the Association. Notwithstanding anything to the contrary herein, the Board of Directors shall have discretion to convey the Common Areas or any portion thereof to a Majority Property Owner or third party if it determines such conveyance to be in the best interest of the Association. Upon conveyance, the conveyed property shall cease to be Common Area. Common Area shall include, without limitation, all easements running in favor of the

Association, including the improvements, fixtures and personal property situated within or upon said easements, and all parts of each Lot which are from time to time devoted primarily to common sidewalks and roadways.

2.7 Services. The Association shall also be empowered to perform services for the Majority Property Owners, such as snow removal on subdivision streets, maintenance of subdivision streets, maintenance and improvements of common areas owned by the Association, lighting of streets, garbage pick-up, installation of appropriate mailboxes, etc.

2.8 Storm Water Maintenance. The Association, under the direction of the Board of Directors, shall be responsible for the maintenance of the storm water system as required by the manufacturer's specifications and the Storm Water Management Plan. The Association shall send the required annual reports to Salt Lake County by July 31st of each year.

ARTICLE III RESIDENTIAL USE AND CONSTRUCTION RULES

3.1 Residential Use Only. All Member Lots in the Subdivision shall be used for single family residential purposes only and uses commonly associated therewith. No Member Lot Owner shall be permitted to lease his or her Member Lot (or any improvement thereon) for transient or hotel purposes or for an initial term of less than six (6) months. No building shall be erected, altered, placed, or permitted to remain on any Member Lot other than those in compliance with the provisions of this documents.

3.2 Architectural Control. No improvements shall be erected, placed, or altered on any Member Lot until the construction plans and specifications and a plan showing the locations of the improvements upon the Member Lot have been approved by the Board of Directors (or to a committee as delegated by the Board of Directors) as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot line unless similarly approved. Approval shall be governed by the Association rules, or by architectural guidelines which the Board of Directors, in its sole discretion, may establish or adopt from time to time, and by the standards and guidelines contained herein.

3.3 Conformity to Government Regulations. All improvements to and use of any Member Lot or Common Area shall conform to all municipal, county, state, federal, or other governmental regulations, codes, ordinances, and laws, including but not limited to:

- 3.3.1 Building codes, including the obtaining of necessary building permits and payment of applicable fees;
- 3.3.2 All required governmental inspections.
- 3.3.3 Applicable utility company regulations and guidelines; and
- 3.3.4 Zoning ordinances.

3.4 Conformity to Association Standards. All new improvements to any Member Lot or Common Area shall harmonize with existing surrounding and structures and meet the following minimum requirements:

3.4.1 The initial construction of the home or any improvement thereto shall be completed within eighteen (18) months from the date of commencement of construction, unless there is an extension granted by the Board of Directors for good cause shown.

3.4.2 No new residence shall be constructed smaller than three thousand (3,000) square feet.

3.4.3 No new home may have exterior siding of aluminum, wood, fiberglass, cement block, or plastic panels, or other surfacing materials as the primary exterior finish.

3.4.4 The color of the home and roof shall be conservative in nature and primarily of earth tones.

3.4.5 Driveways, walkways, and patios are to be of brick, stone, tile, or concrete.

3.4.6 New walls or fences along the property lines shall be no more than six (6) feet in height behind the front line of the home, except for the allowance of some decorative walls in the front yard in conjunction with the landscaping which may not be over four (4) feet in height. No chain-link or concrete block fencing will be allowed within the Subdivision.

3.4.7 It will be the responsibility of the owner or general contractor to oversee all construction activities, including material staging, to see that it is limited to the property boundaries of the lot under construction. In addition, during construction, the property owner or general contractor is required to remove all debris from the premises and take all precautions necessary to maintain the property, adjacent properties, and all common areas in a neat and orderly fashion.

3.4.8 Member Lot Owners are responsible to ensure that drainage from their rain gutters does not flow onto or encroach on any neighboring lot.

3.4.9 Any damage to road, curbs, or street during construction of each home is to be the responsibility of the lot owner that caused such damage.

3.5 Landscaping. The following landscaping regulations shall apply to the Member Lots and the Common Areas:

3.3.1 All landscaping shall be installed and completed within four (4) months of the commencement of the same. The months of November through March shall be excluded from said four-month installation and completion period. In the event any

Member Lot owner fails to comply with the provisions of this subparagraph, the owner of such lot consents that the Association may undertake to complete reasonable landscaping on the lot and may impose a lien against the lot for payment of all costs of completion of the landscaping.

3.3.2 Landscaping plans shall also be approved in advance by the Board of Directors or by a committee as delegated by the Board of Directors.

3.3.3 Watering of landscaped areas shall be by permanent automatic underground sprinkler systems. Watering with hoses shall not be allowed except for temporary or supplemental watering.

3.3.4 It shall be the responsibility of lot owners to maintain all landscaping and other improvements on their lot. If lot owners fail to maintain their lots in a manner similar to the common area or to the other lots in the Subdivision, then the Development Committee or Association may contract for any required maintenance and the costs thereof with interest shall become a lien on the subject lot.

ARTICLE IV ASSESSMENTS

4.1 Authority to Assess. Each owner of any Member Lot by acceptance of a deed or other conveyance creating in such owner the interest required to be deemed an owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Association shall have power and authority to assess each of the Majority Owners for the financing of maintenance, repairs, and improvements to common areas owned by the Association or to be maintained by the Association. Assessments may be payable no more often than on a monthly basis. The Association shall also have the right to make special assessments for extraordinary expenses, such as capital improvements, etc., subject to the Bylaws of the Association.

4.2 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed and assessed with respect to each Member Lot in the ratio that such Member Lot bears the total number of all improved Member Lots. All Assessments may be collected at intervals selected by the Board. The total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12 month period) by more than 15% without the approval of at least fifty-one percent (51%) of the Members

4.3 Enforcement Rights. The Association shall have the right to take any action granted to associations under the Act for collection of delinquent assessments. Any Association assessment unpaid by a lot owner for a period in excess of thirty (30) days shall be subject to a lien of the Association. Any assessment unpaid for such thirty (30) day period shall thereafter bear interest, until paid, at the rate of eight percent (8%) per annum, together with a late fee of ten percent (10%) of the unpaid assessment. The Association shall also be entitled to all costs of collection, including reasonable attorney's fees. Any lien or assessment of the Association shall be subordinate to the lien of any first mortgages now or hereafter placed upon the individual lots

subject to the assessments.

ARTICLE V GENERAL RULES AND REGULATIONS

5.1 Easements. For installation of and maintenance of utilities and drainage facilities, and to provide areas for excess water or flood runoff, areas are reserved in the Property and the Subdivision as easements as shown on the recorded plat. Within these easements, no structure, materials, or trees shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may restrict or retard the flow of drainage water. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements or property owned by the Association, or the common areas the Association is responsible to maintain, as set forth in Section 2.6, which, for the avoidance of doubt, includes the Subdivision streets and sidewalks.

5.2 Parking. Overnight parking is allowed on Subdivision streets or driveways contiguous to Member Lots so long as the driveway is not shared with another property. Overnight parking from guests shall be prohibited in shared driveways. Owners shall be reasonable in their guest's use of overnight parking, bearing in mind the narrowness of the Subdivision road, and make every effort to accommodate other owners parking and ingress/egress needs. Member Lot owners shall not be permitted to park their own vehicles overnight on Subdivision streets.

5.3 Nuisances. No noxious or offensive activity resulting in such occurrences as offensive odors, unreasonable noise, or the creation of hazardous or unsafe conditions shall be carried on upon any Member Lot or common areas nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5.4 Unsightliness. No unsightliness shall be permitted within the Subdivision., including but not limited to the storage of old model or dilapidated vehicles, signs, equipment, tools, boats, recreation vehicles other than automobiles, refuse, and objects which are generally unacceptable in subdivisions of high quality. No mobile homes or other temporary structures or residences are allowed on any Member Lot or Common Area. No boats, motorhomes, recreational vehicles, jetskis, trailers, sheds, campers, or motorcycles are permitted to be parked in a Member-Lot driveway, in front of Member-Lot homes, or on the subdivision street.

5.5 Signs. Only professional-type real estate sales signs will be permitted to advertise the sale of a Member Lot or home.

5.6 Animals and Pets. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for purposes of this provision are: a) pets whose unruly behavior cause personal injury or property damage; b) pets who make noise continuously and/or incessantly; c) pets who exhibit aggressive or other dangerous or potentially dangerous behaviors.

5.7 Trash and Refuse. It shall be the responsibility of the owner of any Member Lot to keep all garbage containers out of sight from the street. Garbage containers may be placed on the street on the evening prior to the scheduled pick-up days and will be removed from the street after

they have been emptied on the same day. No piles of garbage, refuse, or lawn debris will be placed so that it is visible from the front of the home.

5.8 Children's Toys. All children's toys, bicycles, trampolines, portable basketball sets, or the like will be kept only in the rear yard of each home.

5.9 Common Driveway Maintenance and Fence/Property Line Discrepancies. Maintenance and repairs to common driveways shall be addressed between the lot owners sharing the common driveway. Instances where the Grantor installed fencing that deviates from the property lot lines shall be addressed between the affected neighboring lot owners.

ARTICLE VI ENFORCEMENT

6.1 Legal Proceedings. The obligations, provisions, and covenants contained in this document or any supplemental or amended document shall be enforceable by the Association or by any owner of a Member Lot subject to the Declarations by a proceeding for a prohibitive or mandatory injunction and/or recovery of damages or amounts due and unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including a reasonable attorney's fees.

6.2 Limited Liability. Neither Grantor, the Development Committee, or members of the Association, nor any member, agent, or employee of any of the same, shall be liable to any party for any action for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

ARTICLE VII GENERAL PROVISIONS

7.1 Effective Date. The provisions of this document shall take effect when recorded with the office of the Salt Lake County Recorder.

7.2 Duration. These covenants are to run with the land and shall remain in full force and effect for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by two-thirds (2/3) of the lot owners has been recorded agreeing to change said covenants in whole or in part.

7.3 Amendment. The provisions of this document, or any part thereof, as from time to time in effect with respect to all or any part of the Property or Subdivision, may be amended or repealed upon the happening of the following events:

7.3.1 The vote or written consent of owners owning not less than two-thirds (2/3) of the Member Lots in the Subdivision approving the proposed amendment or amendments to this document; and

7.3.2 The recordation of a Certificate by the Association setting forth in full the amendments to this document so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by owners owning the requisite number of Member Lots as described above.

7.4 Waiver. Failure to enforce any provision, restriction, covenant, or condition in this document, or in any supplemental or amended document, shall not act as a waiver of any such provision, restriction, covenant, or condition or of any other provision, restriction, covenant, or condition.

7.5 Counterparts. These Declarations may be executed in one or more counterparts, each which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.6 Applicability. Notwithstanding anything to the contrary herein, the covenants, conditions, and restrictions of this Declaration are not intended to apply to, restrict, or benefit lots 1, 2, or 10 or the owners thereof except to the extent that the provisions of this Declaration are applicable to pre-existing easements running over, under, or through such owner's property. As such, this Declaration does not create a right of action as to the Association or its members or Board of Directors on the one hand, and any owner of lots 1, 2, or 10 on the other hand. By this Declaration and the Agreements attached as Exhibit B, which is incorporated herein by reference, the owners of lots 1, 2, and 10 expressly consent to the amendment of this Declaration, and to their removal from the Association, together with all its rights and obligations.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

EXHIBIT "A"
Legal Description of Property

The Woods at Rosecrest PUD

Beginning at a point said point being North 00°30'21" East 342.24 feet along the center line of 2300 East Street and North 89°48'00" East 971.02 feet from a found street monument at the intersection of 3300 South Street and said 2300 East Street, said street monument being North 00°05'30" East 1145.40 feet from the South Quarter Corner of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 11°52'00" West 341.01 feet to and along the east line to the Northeast Corner of Young Haven Circle Subdivision, Book V, Page 83 of official records on file in the Office of the Salt Lake County Recorder;

thence South 88°42'18" East 79.86 feet;

thence South 87°54'36" East 32.78 feet;

thence North 209.35 feet;

thence South 84°53'36" East 100.30 feet;

thence South 202.30 feet;

thence South 89°49'37" East 26.93 feet;

thence South 11°40'00" East 334.84 feet;

thence South 89°48'00" West 237.01 feet to the point of beginning.

Contains 99,146 square feet or 2.276 acres and 10 Lots

EXHIBIT B
AGREEMENTS AND CONSENT FOR REMOVAL

**AGREEMENT & CONSENT FOR REMOVAL FROM WALNUT PARK
COVE HOMEOWNERS ASSOCIATION & WOODS AT ROSECREST
PLANNED UNIT DEVELOPMENT**


1. We are the owner(s) of Lot 10 of the Woods at Rosecrest Planned Unit Development (“PUD”) Subdivision, shown on the attached plat map.
2. Our home (Lot 10) is located on Lambourne Avenue. Lambourne Avenue is a publicly dedicated right of way, maintained and cleared of snow by Salt Lake County. Our mail is delivered directly to our home.
3. Walnut Park Cove is a private road. Because that road is private, the homes on Walnut Park Cove, Lots 3-9 on the attached plat map, have to arrange for private road maintenance, snow removal and mailboxes, among other things.
4. We understand that the original Covenants, Codes & Restrictions (“CC&R’s”) for the Woods at Rosecrest PUD Subdivision, recorded October 1, 2014, included our home in the subdivision’s Homeowners Association (“Walnut Park Cove HOA”).
5. We have no need or desire to belong to the Walnut Park Cove HOA. We do not need any of the services the HOA can provide, and we do not wish to pay any of the HOA dues that will be required to maintain and clear the Walnut Park Cove private road, among other things.
6. We consent to our removal from the Walnut Park Cove HOA. We understand the Walnut Park Cove homeowners are amending the CC&R’s to limit the Walnut Park Cove HOA to include just Lots 3-9 on the attached plat map. We consent to those amendments to the CC&R’s.
7. We understand that the City of Millcreek may require or prefer that the attached Woods at Rosecrest PUD Subdivision plat map be amended to remove our home, Lot 10, from the

Woods at Rosecrest PUD Subdivision. We consent to the amendment of the Woods at Rosecrest PUD Subdivision and the amendment of the attached plat map to remove our home, Lot 10, from the Woods at Rosecrest PUD Subdivision.

8. We understand that removing our home from the Walnut Park Cove HOA or Woods at Rosecrest PUD Subdivision will eliminate any obligation related to the Walnut Park Cove HOA or the Woods at Rosecrest PUD Subdivision, including any obligation to pay HOA dues or any liability for back taxes owing on the open space/common area shown on the attached plat map.

9. We also understand and agree that removing our home from the Walnut Park Cove HOA or from the Woods at Rosecrest PUD Subdivision waives any right or claim to HOA services, benefits or amenities. In addition, we waive any right or claim to ownership, use or possession of the open space/common area shown on the attached plat map.

10. In agreeing to amend the attached plat map to remove our home, Lot 10, from the Woods at Rosecrest PUD Subdivision, we are relying on the City of Millcreek's representations that it will issue any zoning variances necessary to ensure that our home, Lot 10, remains compliant with all applicable zoning regulations when and if it is removed from the Woods at Rosecrest PUD Subdivision.

Signed: 

Printed Name: Joel G. Paterson

Lot Number: 10

STATE OF Utah)

:SS

COUNTY OF Salt Lake)

On the 27th day of February, 2020, personally appeared before me Joel G. Paterson, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Janyce Lewark Fowles

NOTARY PUBLIC



Signed: *Danielle Paterson*

Printed Name: Danielle Paterson

Lot Number: 10

STATE OF Utah)

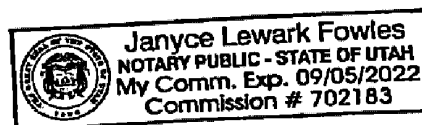
:SS

COUNTY OF Salt Lake)

On the 27th day of February, 2020, personally appeared before me Danielle Paterson, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Janyce Lewark Fowles

NOTARY PUBLIC



**AGREEMENT & CONSENT FOR REMOVAL FROM WALNUT PARK
COVE HOMEOWNERS ASSOCIATION & WOODS AT ROSECREST
PLANNED UNIT DEVELOPMENT**

1. We are the owner(s) of Lot 1 of the Woods at Rosecrest Planned Unit Development ("PUD") Subdivision, shown on the attached plat map.
2. Our property (Lot 1) is located at 2477 East 3225 South, Salt Lake City, Utah 84109. 3225 South is a publicly dedicated right of way, maintained and cleared of snow by Salt Lake County. Our mail is delivered directly to our home.
3. Walnut Park Cove is a private road. Because that road is private, the homes on Walnut Park Cove, Lots 3-9 on the attached plat map, have to arrange for private road maintenance, snow removal and mailboxes, among other things.
4. We understand that the original Covenants, Codes & Restrictions ("CC&R's") for the Woods at Rosecrest PUD Subdivision, recorded October 1, 2014, included our property in the subdivision's Homeowners Association ("Walnut Park Cove HOA").
5. We have no need or desire to belong to the Walnut Park Cove HOA. We do not need any of the services the HOA can provide, and we do not wish to pay any of the HOA dues that will be required to maintain and clear the Walnut Park Cove private road, among other things.
6. We consent to our removal from the Walnut Park Cove HOA. We understand the Walnut Park Cove homeowners are amending the CC&R's to limit the Walnut Park Cove HOA to include just Lots 3-9 on the attached plat map. We consent to those amendments to the CC&R's.
7. We understand that the City of Millcreek may require or prefer that the attached Woods at Rosecrest PUD Subdivision plat map be amended to remove our property, Lot 1, from the

Woods at Rosecrest PUD Subdivision. We consent to the amendment of the Woods at Rosecrest PUD Subdivision and the amendment of the attached plat map to remove our home, Lot 1, from the Woods at Rosecrest PUD Subdivision.

8. We understand that removing our home from the Walnut Park Cove HOA and from the Woods at Rosecrest PUD Subdivision will eliminate any obligation related to the Walnut Park Cove HOA or the Woods at Rosecrest PUD Subdivision, including any obligation to pay HOA dues or any liability for back taxes owing on the open space/common area shown on the attached plat map.

9. We also understand and agree that removing our home from the Walnut Park Cove HOA and from the Woods at Rosecrest PUD Subdivision waives any right or claim to HOA services, benefits or amenities. In addition, we waive any right or claim to ownership, use or possession of the open space/common area shown on the attached plat map.

10. In agreeing to amend the attached plat map to remove our property, Lot 1, from the Woods at Rosecrest PUD Subdivision, we are relying on the City of Millcreek's representations that it will issue any zoning variances necessary to ensure that our home, Lot 1, remains compliant with all applicable zoning regulations even though it has been removed from the Woods at Rosecrest PUD Subdivision.

Signed: Weston S.

Printed Name: Weston Bensen

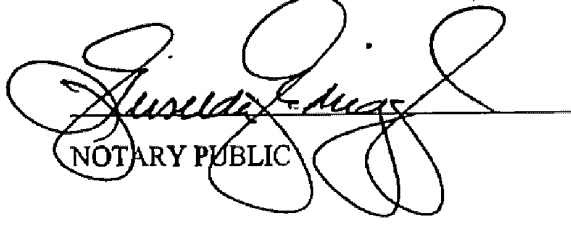
Lot Number: 1

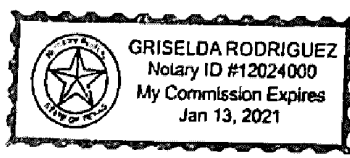
State of Texas)

:ss)

County of Harris)

On the 2 day of MARCH, 2020, personally appeared before me Weston Bernsen, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.


NOTARY PUBLIC



Signed: _____

Printed Name: _____

Lot Number: _____

State of _____)

:ss)

County of _____)

On the _____ day of _____, 2020, personally appeared before me _____, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

NOTARY PUBLIC

**AGREEMENT & CONSENT FOR REMOVAL FROM WALNUT PARK
COVE HOMEOWNERS ASSOCIATION & WOODS AT ROSECREST
PLANNED UNIT DEVELOPMENT**

1. We are the owner(s) of Lot 2 of the Woods at Rosecrest Planned Unit Development (“PUD”) Subdivision, shown on the attached plat map.
2. Our home (Lot 2) is located at 2467 East 3225 South, Salt Lake City, Utah 84109. 3225 South is a publicly dedicated right of way, maintained and cleared of snow by Salt Lake County. Our mail is delivered directly to our home.
3. Walnut Park Cove is a private road. Because that road is private, the homes on Walnut Park Cove, Lots 3-9 on the attached plat map, have to arrange for private road maintenance, snow removal and mailboxes, among other things.
4. We understand that the original Covenants, Codes & Restrictions (“CC&R’s”) for the Woods at Rosecrest PUD Subdivision, recorded October 1, 2014, included our home in the subdivision’s Homeowners Association (“Walnut Park Cove HOA”).
5. We have no need or desire to belong to the Walnut Park Cove HOA. We do not need any of the services the HOA can provide, and we do not wish to pay any of the HOA dues that will be required to maintain and clear the Walnut Park Cove private road, among other things.
6. We consent to our removal from the Walnut Park Cove HOA. We understand the Walnut Park Cove homeowners are amending the CC&R’s to limit the Walnut Park Cove HOA to include just Lots 3-9 on the attached plat map. We consent to those amendments to the CC&R’s.
7. We understand that the City of Millcreek may require or prefer that the attached Woods at Rosecrest PUD Subdivision plat map be amended to remove our property, Lot 2, from the

Woods at Rosecrest PUD Subdivision. We consent to the amendment of the Woods at Rosecrest PUD Subdivision and the amendment of the attached plat map to remove our home, Lot 2, from the Woods at Rosecrest PUD Subdivision.

8. We understand that removing our home from the Walnut Park Cove HOA and from the Woods at Rosecrest PUD Subdivision will eliminate any obligation related to the Walnut Park Cove HOA or the Woods at Rosecrest PUD Subdivision, including any obligation to pay HOA dues or any liability for back taxes owing on the open space/common area shown on the attached plat map.

9. We also understand and agree that removing our home from the Walnut Park Cove HOA or from the Woods at Rosecrest PUD Subdivision waives any right or claim to HOA services, benefits or amenities. In addition, we waive any right or claim to ownership, use or possession of the open space/common area shown on the attached plat map.

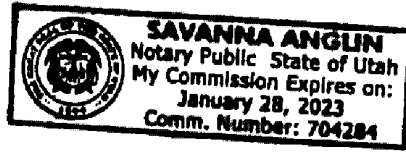
10. In agreeing to amend the attached plat map to remove our property, Lot 2, from the Woods at Rosecrest PUD Subdivision, we are relying on the City of Millcreek's representations that it will issue any zoning variances necessary to ensure that our home, Lot 2, remains compliant with all applicable zoning regulations even though it has been removed from the Woods at Rosecrest PUD Subdivision.

Signed: Sylvia Cluff

Printed Name: Sylvia Cluff

Lot Number: 2

State of Utah)
)
 :SS)
County of Salt Lake City)



On the 6 day of March, 2020, personally appeared before me
Sylvia Cluff, who proved on the basis of satisfactory evidence to be the
person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

A handwritten signature in cursive script, appearing to read "Sylvia Cluff", written over a horizontal line.

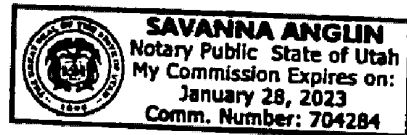
NOTARY PUBLIC

Signed: Howard Cluff

Printed Name: HOWARD CLUFF

Lot Number: #2

State of Utah)
)
 :SS)
County of Salt Lake City)



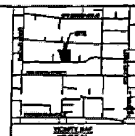
On the 6 day of March, 2020, personally appeared before me
HOWARD CLUFF, who proved on the basis of satisfactory evidence to be the
person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

A handwritten signature in cursive script, appearing to read "Howard Cluff", written over a horizontal line.

NOTARY PUBLIC

THE WOODS AT ROSECREST P.U.D. SUBDIVISION

LOCATED IN THE COUNTY OF SHERBORN, VERMONT
 PLANNED BY [Name], [Address], [City, State, Zip]
 PREPARED BY [Name], [Address], [City, State, Zip]



GENERAL NOTES

1. All lots are to be conveyed as undivided shares.
2. The subdivision is subject to the provisions of the Vermont Uniform Condominium Act, 9 V.S.A. Chapter 186.
3. The subdivision is subject to the provisions of the Vermont Uniform Planned Unit Development Act, 9 V.S.A. Chapter 187.

DEVELOPER'S CERTIFICATE

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the office of the Register of Deeds for the County of Sherborn, Vermont.

 [Signature]

THE WOODS AT ROSECREST P.U.D. SUBDIVISION

DEED RECORDING

THIS DEED IS TO BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR THE COUNTY OF SHERBORN, VERMONT.

 [Signature]

NOTARIAL PUBLIC

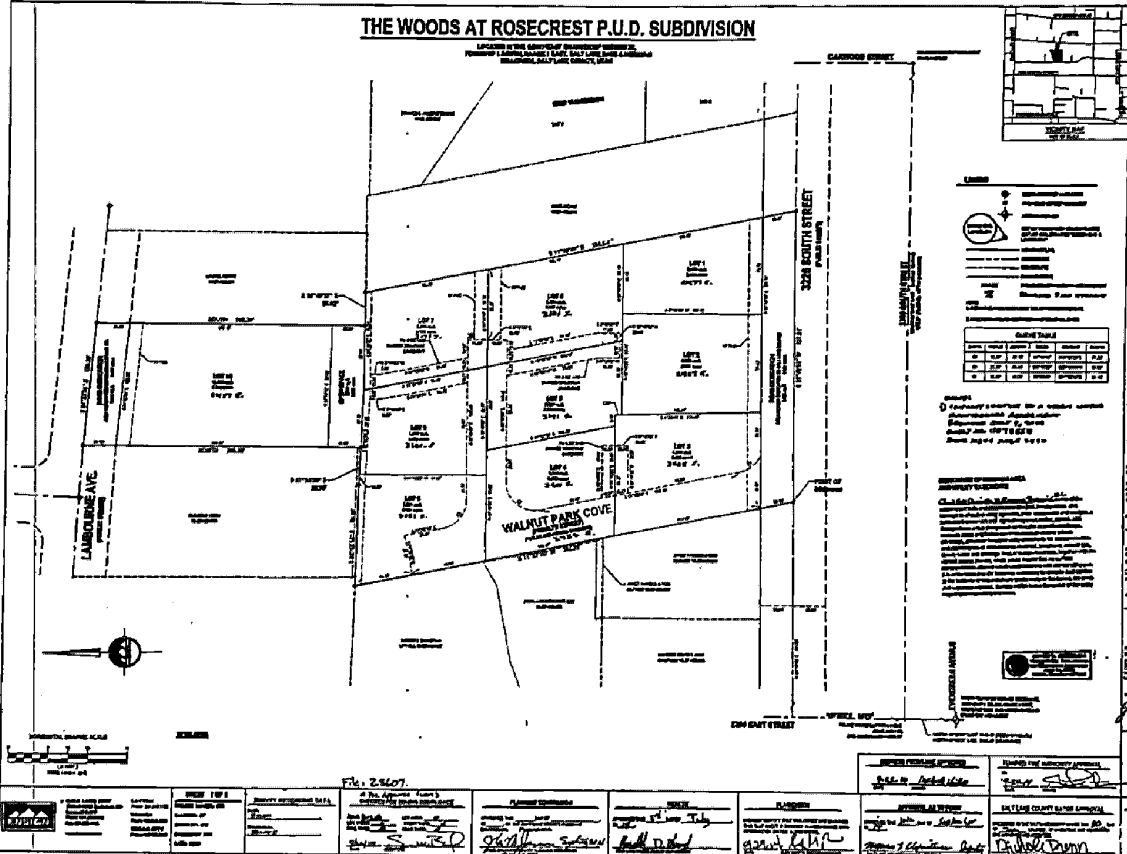
Notary Public for the State of Vermont

 [Signature]

THE WOODS AT ROSECREST P.U.D. SUBDIVISION

LOCATED IN THE COUNTY OF SHERBORN, VERMONT

 [Signature]



DATE TABLE

Lot No.	Area (Ac.)	Area (Sq. Ft.)
1	0.10	4,356
2	0.10	4,356
3	0.10	4,356
4	0.10	4,356
5	0.10	4,356
6	0.10	4,356
7	0.10	4,356
8	0.10	4,356
9	0.10	4,356
10	0.10	4,356
11	0.10	4,356
12	0.10	4,356
13	0.10	4,356
14	0.10	4,356
15	0.10	4,356
16	0.10	4,356
17	0.10	4,356
18	0.10	4,356
19	0.10	4,356
20	0.10	4,356
21	0.10	4,356
22	0.10	4,356
23	0.10	4,356
24	0.10	4,356
25	0.10	4,356
26	0.10	4,356
27	0.10	4,356
28	0.10	4,356
29	0.10	4,356
30	0.10	4,356
31	0.10	4,356
32	0.10	4,356
33	0.10	4,356
34	0.10	4,356
35	0.10	4,356
36	0.10	4,356
37	0.10	4,356
38	0.10	4,356
39	0.10	4,356
40	0.10	4,356
41	0.10	4,356
42	0.10	4,356
43	0.10	4,356
44	0.10	4,356
45	0.10	4,356
46	0.10	4,356
47	0.10	4,356
48	0.10	4,356
49	0.10	4,356
50	0.10	4,356
51	0.10	4,356
52	0.10	4,356
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54	0.10	4,356
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56	0.10	4,356
57	0.10	4,356
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80	0.10	4,356
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82	0.10	4,356
83	0.10	4,356
84	0.10	4,356
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86	0.10	4,356
87	0.10	4,356
88	0.10	4,356
89	0.10	4,356
90	0.10	4,356
91	0.10	4,356
92	0.10	4,356
93	0.10	4,356
94	0.10	4,356
95	0.10	4,356
96	0.10	4,356
97	0.10	4,356
98	0.10	4,356
99	0.10	4,356
100	0.10	4,356

GENERAL NOTES

1. All lots are to be conveyed as undivided shares.

2. The subdivision is subject to the provisions of the Vermont Uniform Condominium Act, 9 V.S.A. Chapter 186.

3. The subdivision is subject to the provisions of the Vermont Uniform Planned Unit Development Act, 9 V.S.A. Chapter 187.

Lot No.	Area (Ac.)	Area (Sq. Ft.)
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6	0.10	4,356
7	0.10	4,356
8	0.10	4,356
9	0.10	4,356
10	0.10	4,356
11	0.10	4,356
12	0.10	4,356
13	0.10	4,356
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18	0.10	4,356
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41	0.10	4,356
42	0.10	4,356
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44	0.10	4,356
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77	0.10	4,356
78	0.10	4,356
79	0.10	4,356
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82	0.10	4,356
83	0.10	4,356
84	0.10	4,356
85	0.10	4,356
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87	0.10	4,356
88	0.10	4,356
89	0.10	4,356
90	0.10	4,356
91	0.10	4,356
92	0.10	4,356
93	0.10	4,356
94	0.10	4,356
95	0.10	4,356
96	0.10	4,356
97	0.10	4,356
98	0.10	4,356
99	0.10	4,356
100	0.10	4,356

EXHIBIT C
CERTIFICATE OF APPROVAL OF AMENDMENTS

The undersigned, being owners of lots in the Association, certify as follows:

1. Attached to this Certification is the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WOODS AT ROSECREST.
2. The Prior Declaration and other proceeding amendment(s) were properly amended by 67% of the Association's membership, as evidenced by the signatures below.
3. A sufficient number of the Association members authorized the recording of the Amended and Restated Declaration with this Certificate.

Signed: _____

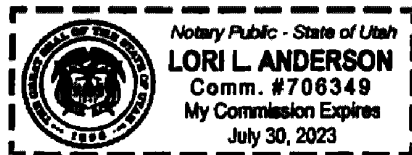
Printed Name: Sammi Anderson

Lot Number: Lot 5

STATE OF UTAH)
COUNTY OF Salt Lake) : ss

On the 11th day of March, 2020, personally appeared before me Sammi Anderson, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Lori L. Anderson
NOTARY PUBLIC



Signed: [Signature]

Printed Name: ALISON BEDDARD

Lot Number: 5

STATE OF UTAH)
COUNTY OF Salt Lake : SS

On the 12th day of March, 2020, personally appeared before me Alison Beddard, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

[Signature]
NOTARY PUBLIC



Signed: [Signature]

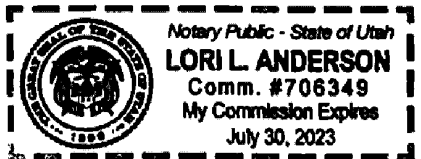
Printed Name: Summer Merrill

Lot Number: 3

STATE OF UTAH)
COUNTY OF Salt Lake : SS

On the 12th day of March, 2020, personally appeared before me Summer Merrill, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

[Signature]
NOTARY PUBLIC

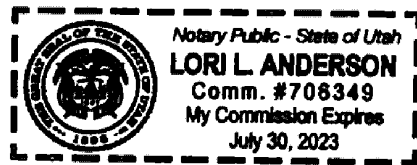


Signed: Michael M. Miller
Printed Name: Michael M. Miller
Lot Number: 6

STATE OF UTAH)
COUNTY OF Salt Lake) : SS

On the 12th day of March, 2020, personally appeared before me Michael M. Miller, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Lori L Anderson
NOTARY PUBLIC

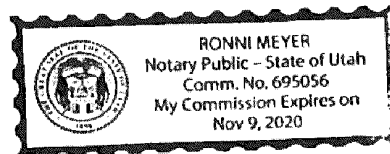


Signed: Rosalie Mirabelli
Printed Name: Rosalie Mirabelli
Lot Number: 6

STATE OF UTAH)
COUNTY OF Salt Lake) : SS

On the 13th day of March, 2020, personally appeared before me Rosalie Mirabelli, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Ronni Meyer
NOTARY PUBLIC



Signed: By: Brenda Lambert, V.P., Sr. Trust Officer

Printed Name: Bank of Utah, Custodian for Martin W. Merrill Self Directed IRA No. 1602539

Lot Number: 4

STATE OF UTAH

SS

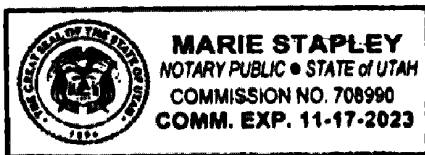
COUNTY OF SALT LAKE

On the 12th day of March, 2020 personally appeared before me MARIE STAPLEY,
BRENDA LAMBERT, who being by me duly sworn, did say that she, the said BRENDA
LAMBERT is the VICE PRESIDENT of Bank of Utah, Custodian for Martin W.
Merrill Self Directed IRA No. 1602539, a Utah corporation, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said BRENDA LAMBERT duly acknowledged to me that said
corporation executed the same.

Marie Stapley
Notary Public

My Commission Expires:

Residing at:

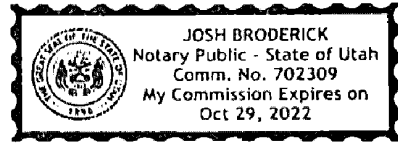


Signed: John A. Boles
Printed Name: JOHN A. BOLES
Lot Number: 7

STATE OF UTAH)
COUNTY OF Salt Lake) : ss

On the 12th day of March, 2020, personally appeared before me John A. Boles, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

[Signature]
NOTARY PUBLIC

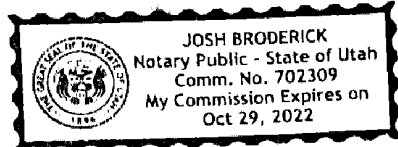


Signed: Judy A. Boles
Printed Name: Judy A. Boles
Lot Number: 7

STATE OF UTAH)
COUNTY OF Salt Lake) : ss

On the 12th day of March, 2020, personally appeared before me Judy A. Boles, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

[Signature]
NOTARY PUBLIC

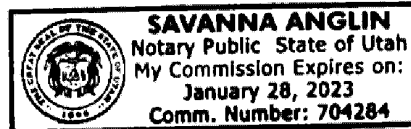


Signed: Sylvia Cluff
Printed Name: Sylvia Cluff
Lot Number: 2

STATE OF UTAH)
COUNTY OF Salt Lake City : ss

On the 17 day of March, 2020, personally appeared before me Sylvia Cluff, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Savanna Anglin
NOTARY PUBLIC



Signed: Howard Cluff
Printed Name: Howard Cluff
Lot Number: 2

STATE OF UTAH)
COUNTY OF Salt Lake City : ss

On the 17 day of March, 2020, personally appeared before me Howard Cluff, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged s/he executed the same.

Savanna Anglin
NOTARY PUBLIC

