

1-1, 1-2, 2-3, 2-4, 2-5, 3-6, 3-7, 3-8, 4-9, 4-10,

62/4

4-11, 5-12, 5-13, 5-14, 6-15, 6-16 Common Areas

RETURNED

WHEN RECORDED, RETURN TO: Park Shadows Condo 1 - 9 1999

PARK SHADOWS, L.C.  
Stanley M. Smoot  
200 West 400 North  
Centerville, Utah 84014

2-9 B+I NMC

E 1543214 B 2591 P 470  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 DEC 9 2:35 PM FEE 65.00 DEP AC  
REC'D FOR PARK SHADOWS LC

19 to 23, 32 to 46, Common Areas

This Space For Recorder's Uses Only

**SECOND AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS OF PARK SHADOWS CONDOMINIUMS**

Park Shadows Condo 2

RETURNED

25 to 31, 47 to 49,

Common Areas, Park Shadows Condo 3

DEC - 9 1999

This Amended Declaration of Covenants and Restrictions of Easements, Conditions and Restrictions of Park Shadows Condominiums is executed this 9 day of ~~July~~ <sup>DECEMBER</sup> 1999 by **PARK SHADOWS OWNERS ASSOCIATION**, a Utah nonprofit corporation.

03-022-0085, 03-154-0001 to 0017

03-164-0011 to 0023

**RECITALS**

03-182-0025 to 0031,

0047 to 0049

WHEREAS, on or about September 24, 1996, the original Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominiums ("Original Declaration") was recorded as Entry No. 1275913, Book 2046, Pages 918-959, in the office of the Davis County Recorder, which document was recorded against the real property more particularly described in Exhibit "A"; and

WHEREAS, on or about July 22, 1997, an Amended Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Park Shadows Condominiums (referred to hereinafter, collectively with the Original Declaration, as the "Declaration") was recorded as Entry No. 1336171, Book 2154, at Page 288, in the office of the Davis County Recorder; and

WHEREAS, the Park Shadows Owners Association, Inc., a Utah nonprofit corporation, desiring to amend the Declaration, has provided the notice of meeting and the ballot required by Section 6 of the Bylaws; and

WHEREAS, more than the required 67% of the total votes of the Association were voted in favor of the proposed amendment to the Declarations pursuant to Article XII, subsection 3 of the Declaration; and

WHEREAS, approval of the proposed amendment has been given by the Declarant pursuant to Article XII, subsection 3 of the Declaration.

NOW THEREFORE, it is hereby declared that the property shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Second Amended Declaration of

Covenants Conditions And Restrictions and Reservations of Easements Of Park Shadows Condominiums which shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Association, the Declarant, its 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.

1. All capitalized words used herein shall have the same meaning as set forth in the Declaration.

2. Article X, Section 4. of the Declaration entitled "Use of the Limited Common Areas" shall be amended and replaced in its entirety as follows:

4. Use of the Limited Common Areas. Limited Common Areas shall be designated for the use of individual Unit Owners. Such Owners shall have the right to use such Limited Common Areas to the restriction of other Owners. Any Owner may use its designated Limited Common Area for uses such as gardens, barbecues, lawn furniture and hot tubs. No boat pads, basketball standards, or similar equipment shall be constructed in the Limited Common Areas. Fences may not be constructed in the Limited Common Areas unless the Owner has received the prior approval of the Architectural Control Committee as to the location, height, and materials to be used in such construction. The granting of the right to construct a fence, as well as the approval of location, height and fencing materials shall be within the sole discretion of the Architectural Control Committee.

3. Article X, Section 16. of the Declaration entitled "Rooftop Antennas" shall be amended and replaced in its entirety as follows:

16. Rooftop Antennas. No television, ham radio, citizens band or radio antenna or other similar electronic receiving or sending device shall be permitted upon the rooftop or side of any unit or elsewhere if exposed to view from any other Unit. Such antennas, if used, must be of the type that are installed within the natural building structure. Notwithstanding the foregoing, one eighteen inch (18") or smaller "minidish" satellite dish receiver may be installed on the exterior of a Unit. The Unit Owner shall obtain prior approval from the Architectural Control Committee with respect to the location and placement of any such satellite dish. Every effort shall be made to ensure that any such satellite dish is not visible from the roadway in front of any such Unit. Approval of such location and placement shall be within the sole discretion of the Architectural Control Committee. No Unit shall have more than one 18" satellite dish servicing the Unit. In no case will any such receiving or sending device be allowed to interfere with the peace and quiet enjoyment of any neighboring Unit Owner's premises or home entertainment facilities or equipment. Provided, however, Declarant and the Association reserve the right and option to install cable service lines and antennas as needed throughout the Project in connection with its development.

4. Except as otherwise specifically set forth herein, the terms of the Declaration shall remain unchanged.

**PARK SHADOWS OWNERS ASSOCIATION**  
a Utah nonprofit corporation

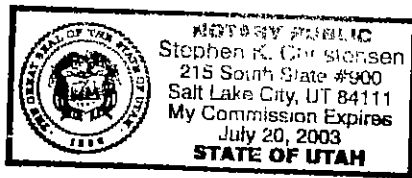
By: Stanley M. Smoot  
Its: PRESIDENT

STATE OF UTAH            )  
                                  ): ss.  
COUNTY OF DAVIS        )

On this 9 day of ~~July, 1998~~ DECEMBER, 1999, personally appeared before me STANLEY M. SMOOT, who being by me duly sworn, did say that he is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity as ~~Manager~~ PRESIDENT of PARK SHADOWS OWNERS ASSOCIATION, a Utah nonprofit corporation.

Stephen K. Christensen  
NOTARY PUBLIC

[SEAL]



## (Real Property Legal Description)

BEGINNING AT THE NORTHWEST CORNER OF CHAPEL SUBDIVISION, PLAT "A" IN BOUNTIFUL CITY, DAVIS COUNTY, UTAH, WHICH POINT IS NORTH 89°33'29" WEST 1,141.76 FEET ALONG THE SOUTH LINE OF 1000 NORTH STREET (A 66 FT. WIDE ROAD) FROM THE NORTHEAST CORNER OF BLOCK 9, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID POINT OF BEGINNING BEING ALSO SOUTH 89°33'29" EAST 620.33 FEET ALONG SAID SOUTH LINE OF 1000 NORTH STREET FROM THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 9 AND RUNNING THENCE SOUTH 15°01'31" WEST 1,093.17 FEET ALONG THE EXTENDED WEST BOUNDARY OF SAID CHAPEL SUBDIVISION PLAT "A" AND THE HOLBROOK SUBDIVISION SAID LINE BEING ALSO THE EAST LINE OF THE OLD BAMBERGER RAILROAD RIGHT-OF-WAY; THENCE NORTH 89°33'29" WEST 183.50 FEET; THENCE NORTH 0°07'52" WEST 596.00 FEET; THENCE NORTH 89°33'29" WEST 151.00 FEET; THENCE NORTH 0°07'52" WEST 175.00 FEET ALONG THE EAST LINE OF 200 WEST STREET (A 66 FT. WIDE ROAD) TO A POINT WHICH IS SOUTH 0°07'52" EAST 287.00 FEET ALONG SAID EAST LINE OF 200 WEST STREET FROM SAID NORTHWEST CORNER OF LOT 2; THENCE SOUTH 89°33'29" EAST 474.59 FEET; THENCE NORTH 15°01'31" EAST 296.54 FEET ALONG THE WEST LINE OF SAID OLD BAMBERGER RAILROAD RIGHT-OF-WAY; THENCE SOUTH 89°33'29" EAST 68.20 FEET ALONG SAID SOUTH LINE OF 1000 NORTH STREET TO THE POINT OF BEGINNING. CONTAINING 6.1469 ACRES.