

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
SHEIFFIELD COMMONS CONDOMINIUMS  
A UTAH CONDOMINIUM PROJECT**

This amended and restated declaration, containing covenants, conditions and restrictions relating to SHEIFFIELD COMMONS CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, is made this 22<sup>nd</sup> day of November 1999 by the Management Committee, for itself, its successors, grantees and assigns, pursuant to the Condominium Act of the State of Utah.

**RECITALS**

- A. The Management Committee is currently managing the property located in Weber County, State of Utah, more particularly described on Exhibit A attached hereto.
- B. On February 18, 1999, Crockett and Koehler Construction, L.C. as Declarant executed a Declaration of Condominium of SHEIFFIELD COMMONS CONDOMINIUMS, A Utah Condominium Project, which Declaration was recorded in the office of the County Recorder of Weber County, State of Utah on February 18, 1999 as Entry No. 1614091 in Book 1993 at Page 149 of records.
- C. CROCKETT AND KOEHLER CONSTRUCTION, L.C. is currently acting in the capacity as project manager for SHEIFFIELD COMMONS CONDOMINIUMS, a Utah Condominium, as Project Management Committee as authorized by By-laws Exhibit B Article 1 Section 1.
- D. The management committee desires to file this declaration of Amendment and restatement of previously filed Conditions, Covenants and Restriction to affect and change the dates of the engagement of the property manager and the date of the first annual meeting.

**AMENDED DECLARATION**

NOW, THEREFORE for such purposes the association hereby makes the following amended and restated declaration containing Covenants, Conditions and Restrictions relating to this Condominium Complex which, pursuant to the provisions of the Condominium Act of the State of Utah, shall be enforceable, where reasonable, and shall run with the land:

Except as specifically amended herein, all paragraphs, sections, declarations, exhibits, and maps which are not specifically amended shall not be changed or altered by this amendment except where, in the case of conflict, as effecting the issue of the dates above mentioned, the language and intent of this amendment shall govern.

E# 1694032 BK2061 PG2678  
DOUG CROFTS, WEBER COUNTY RECORDER  
10-MAR-00 4:15 PM FEE \$60.00 DEP JMM  
REC FOR: SECURITY.TITLE

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AMENDMENT OF EXHIBIT B- BY-LAWS GOVERNING THE  
SHEIFFIELD COMMONS CONDOMINIUM ARTICLE 1 SECTION 1

Section 1 outlined the date at which time Crockett and Koehler Construction, L.C., were to relinquish their rights as project manager in said condominium project. Said section is to be amended as follows:

Section 1. General Responsibility. The business and property comprising of SHEIFFIELD COMMONS CONDOMINIUM shall be managed by a management committee consisting of three (3) unit owners to be selected by the unit owners as hereinafter provided. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by law, the Declaration filed contemporaneously herewith, and/or any amendments subsequently filed thereto, and these By-Laws as the same may from time to time be altered or amended; provided, however, that the management committee may engage the services of a resident manager and/or a property management firm and fix and pay reasonable fees or compensation therefore; and delegate duties and functions thereto; provided further, that until SHEIFFIELD COMMONS CONDOMINIUM has sold all of the units in the condominium project, each unit owner, by accepting added to any unit, irrevocably consents that Crockett and Koehler Construction, L.C. may act as the project manager and shall have all the rights, powers, duties and responsibilities conferred upon the management committee and/or the managers under the Condominium Ownership Act, the Declaration and these By-Laws. The engagement of a property manager shall be a financial decision and subject to a vote of the unit owners.

AMENDMENT OF EXHIBIT B-BY-LAWS GOVERNING THE  
SHEIFFIELD COMMONS CONDOMINIUM ARTICLE 2 SECTION 1

Section 2 outlined the date in which the first annual meeting of the association was to take place. Said section is to be amended as follows:

Section 1. Annual Meeting. The annual meeting of all unit owners shall be held at 7:00 o'clock P.M. on the third Thursday of January each year, commencing in January 2001, at such place as shall be stated in the notice of meeting or in a duly executed waiver of notice; provided, however, that whenever such date falls upon a legal holiday, the meeting shall be held on the next succeeding business day, and provided, further, that the management committee may by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting the unit owners shall elect committee members for two (2) year terms, which terms shall commence as of February 1; provided, however, that at the first election after the recording of these By-Laws two (2) of the five committee members shall be elected for terms of not more than one (1) year, which terms shall commence upon election and shall expire on the second February 1, after such election; provided, further, that the term of any duly elected appointed committee member shall not expire until his successor is elected and qualifies.

CERTIFICATION

The project manager hereby certifies that the present amendment to the Covenants, Conditions and Restrictions of Sheffield Commons Condominiums, a Utah Condominium Project does not substantially affect paragraph 27. Mortgagee Protection and that no written consent of mortgagees is required.

Dated this 22<sup>nd</sup> day of November 1999

CROCKETT AND KOEHLER CONSTRUCTION, L.C.

*Ken Crockett* - Member  
BY: Ken Crockett-Member

State of Utah

County of Davis

On the 22<sup>nd</sup> day of November 1999 personally appeared before me Ken Crockett Member of CROCKETT AND KOEHLER CONSTRUCTION, L.C. the signer of the within document who duly acknowledged to me that he executed the same.

*Vicki Kloberdanz*  
Notary

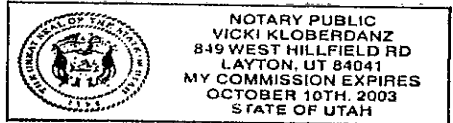


EXHIBIT "A"

BOUNDARY DESCRIPTION

A part of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the South Right-of-Way line of 4800 South Street, said point being North  $89^{\circ}54'20''$  East, (Basis of Bearing), 379.10 feet, and South  $00^{\circ}05'40''$  East 33.00 feet from the Northwest Corner of said Section 13, and running thence North  $89^{\circ}54'20''$  East along the South Right-of-way line of 4800 South Street 220.59 feet; thence South  $00^{\circ}46'39''$  East 111.59 feet; thence South  $89^{\circ}54'20''$  East 88.67 feet; thence South  $00^{\circ}05'40''$  East 416.09 feet; thence South  $89^{\circ}54'20''$  West 448.87 feet; thence North  $00^{\circ}35'14''$  East 267.00 feet; thence North  $89^{\circ}54'20''$  East 132.00 feet; thence North  $00^{\circ}35'14''$  East 261.00 feet to the point of beginning.

~~08-318-0001 Final 0045~~

08-318-0001-0045