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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/09/2013 02:55 PM  
FEE \$45.00 Pgs: 2  
DEP RT REC'D FOR SHAELA PARK HOME OWNERS ASSOC

When recorded, Mail to:

Shaela Park  
c/o Cooperative Property Mgmt.  
925 East 900 South  
Salt Lake City, Utah 84105-1401

AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
CONDITIONS, CONDITIONS AND RESTRICTIONS OF SHAELA PARK  
(A Planned Unit Development) *03-168-0001 thru 0034*

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Shaela Park (A Planned Unit Development) ("Declaration") was recorded October 21, 1998 as Entry No. 1450185 at Book 2377, Page 286 in the Davis County Recorder's Office; and

WHEREAS, the description of the real property affected by this Amendment and Declaration is located in Davis County, State of Utah, and is described as follows:

Beginning on an existing fence line at a point described in the boundary agreement as recorded in Book 544, at Page 193 of Davis County Official Records which point is South 89° 39'48" East 766.96 feet along the Quarter Section line and North 0° 11'26" West 1,372 feet from the West Quarter Corner of Section 18, Township 2 North, Range 1 East, Salt Lake Base and Meridian, said point also having a Davis County Coordinate of North 127966.00 and East 113814.74 as surveyed by Max Elliott in March, 1973 and running thence North 0° 11'26" West 645.27 feet along said described fenceline to a point on the South boundary of a 66 foot wide street known as Porter Lane which point is also North 89° 52'05" West 971.08 feet along the centerline of said Porter Lane and South 0° 11' 26" East 33.00 feet from an existing monument the Intersection of said Porter Lane and 400 West Street, thence South 89° 52'05" East 362.25 feet along said South boundary of Porter Lane, thence South 0° 09'31" East 525.72 feet along an existing fenceline, thence South 1°26'15" East 118.82 feet along an existing fenceline, thence North 89°59'22" West 364.54 feet along an existing fenceline to the point of beginning.

WHEREAS, certain changes to the Declaration have been proposed, considered and approved by the Owners of Shaela, at the Annual Meeting (September 19, 2009) with a 51% quorum.

NOW, THEREFORE, the Declaration is amended as follows:

IX. ASSESSMENTS

9.2 Amount of Total Annual Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, which estimates may include, among other things expenses of management, grounds maintenance, taxes, and special assessments, until the Units are separately assessed as provided herein: premiums for

all insurance which the Association is required or permitted to maintain pursuant hereto; common lighting and heating expenses; water charges; trash collection charge; snow removal expenses; sewer service charges; repairs and maintenance expenses; wages for Association employees; legal and accounting fee; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Notwithstanding the foregoing, the total amount of annual assessments shall not exceed the previous year's annual assessments by more than ten percent (10%) without the affirmative vote of Owners holding sixty-seven percent (67%) of the Percentage Interests and the affirmative vote of at least fifty-one (51%) of the first Mortgagees.

The provisions contained in the above addition to Declaration shall take effect and be enforceable immediately upon the recording of this Amendment in the Davis County Recorder's Office. To the extent that the terms of this Amendment conflict with any other terms in the Declaration or any prior amendment, the terms of this Amendment shall control.

In all other respects, the Declaration shall remain in full force and effect.

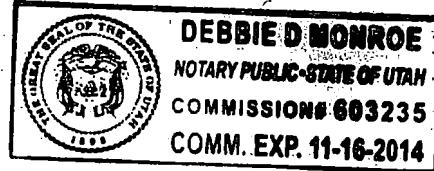
Dated this 13<sup>th</sup> day of April 2013.

Shaela Park, PUD of Centerville, Homeowners Association Inc.

By Antonette Walker

It's President

State of Utah      }  
                      : ss  
County of Davis    }



*Antonette (Toni) Walker* On the 12 day of April 2013, personally appeared before me Debbie D. Monroe, who being duly sworn, acknowledged that he/she is the duly appointed President of Shaela Park, PUD of Centerville, Homeowners Association Inc. and that he/she executed the within Amendment with Authority from and on behalf of Shaela Park, PUD of Centerville, Homeowners Association Inc.

*Debbie D. Monroe*  
Notary Public

My commission expires: 11-16-14